



***B. Cole & Associates, Inc. Pool Management
2023 Pool Rental Contract***

Contact Crystal for rental Information at:

office@bcapools.com

281.660.6669

RENTAL AGREEMENT:

- Renter must be in good standing with Homeowner Association.
- Pool will be rented before or after regular operating hours.
- Renter will complete the contract and the deposit will be paid to confirm the rental date (the date can be held for 7 days).
- Renter will provide information for guest numbers (adults/children/teens) at least 10 days prior to pool rental.
- Renter will pay Pool Rental Fee and Guard Fee at least 7 days prior to pool rental.
- Renter will be always present at the pool during pool rental.
- Renter and guests will abide by all pool rules.
- Food and beverage are permitted in the pool area.
- No alcohol is allowed in the pool area or on facility grounds.
- No glass containers are allowed in the pool area.
- Renter will clean up all trash/debris and remove it from the facility property.
- Renter will clean and return all tables, chairs, and other Association property to the original location.
- Noise during pool rental shall be kept to a minimum in consideration of community residents.
- **The number of guests will not be exceeded. (Additional guards called in at renters' expense)**
- **Time stated in the contract will not be exceeded. (Set up/clean up is to be completed within rental time)**
- **The renter will be responsible for all personal and property damage to the facility during rental.**
- **Deductions will be made from a deposit if the Rental Agreement is not adhered to.**
- **If costs exceed the amount of the deposit the renter will be liable for all additional costs.**

Acknowledgment of Risk of Injury Clause: The renter acknowledges that there are certain risks of physical injury that may arise in connection with the use of said Pool. Renter agrees to assume the full risk of injuries, including death, of any person as a result of the use or rental of said Pool.

Indemnification Clause: Renter agrees to indemnify, defend and hold harmless the Homeowner Association, Management Company, and B. Cole and Associates, its directors, officers, representatives, contractors, and employees (collectively "Indemnities"), from and against any and all losses, damages, costs, expenses, claims, actions, and suits, including court costs and attorney fees incurred by the Indemnities relating to or in connection with loss or damage to any property or injury to or death of any person, arising out of or relating to the use or rental of said Pool by the renter, its guests, invitees, employees, agents or contractors, pursuant to the rental agreement.

Release from Liability Clause: Renter agrees that the Indemnities shall not be liable for loss or damage to any property or injury to or death of any person which may be sustained by the renter, its guests, invitees, employees, agents, or contractors relating to or arising from use or rental of the said pool even if caused or alleged to be caused by the sole or joint negligence or fault of any of the Indemnities.

I, the undersigned Renter agree that:

I have reviewed and agree to comply with all the rules and regulations stated in the Rental Agreement.

I have reviewed and agree to all provisions in the Risk of Injury Clause, Indemnification Clause and Release from Liability Clause.

Signature of Renter: _____ **Date:** _____



Pool Rental Information

Pool Location: _____ Type of Event: _____

Party Day/Date: _____ Beginning /Ending Time: _____

Number of Guests: Total: _____ Adults: _____ Children: _____ Teens: _____

Ages of Children: _____

Payments accepted:

Credit Card

Venmo

Cash App

PayPal

Google Pay

In the memo, please include the following:

Pool:

Date:

Resident:

POOL SECURITY DEPOSIT FEE: \$100.00 AMOUNT: _____

The security deposit is returned provided there is no damage to the facility.

POOL RENTAL FEE: \$100.00 AMOUNT: _____

LIFEGUARD FEE \$25.00/hr. per lifeguard AMOUNT: _____

of Guards Required: _____ Number/Hours: _____

TOTAL COST: _____

The lifeguard rate/ratio will be determined by Pool Management Company.

Lifeguards will be hired through the Pool Management Company.

Fees are refundable only if weather conditions prohibit the use of the pool as determined by Pool Management Co.

Renter: _____ Address: _____

Phone: _____ Alt. Phone: _____

Signature: _____ Email: _____

Representative: Crystal Aviles Phone: 281.660.6669

B. Cole & Associates
Contact: Crystal Aviles
Phone: 281.660.6669

Contracts Mailed To:
Scanned to:
office@bcapools.com

Payments Mailed To:
PO BOX 186
Pearland, TX 77588