

**NORBECK HILLS HOMEOWNERS ASSOCIATION, INC.
POOL USE AGREEMENT**

This Agreement for use of the Norbeck Hills Swimming Pool ("Pool") is entered into as of _____, by and between Norbeck Hills Homeowners Association, Inc. ("Association"), and

NAME:

("Licensee")

ADDRESS:

HOME PHONE: _____ **WORK PHONE:** _____

FOR THE FOLLOWING EVENT:

DATE OF EVENT: _____ **DAY OF WEEK:** _____

START TIME (Including Setup): _____ **END TIME (Including Cleanup):** _____

NUMBER OF GUESTS: _____ (Maximum of 25)

DEPOSIT: \$150.00

RENTAL FEE: \$ \$175.000

SPECIAL INFORMATION:

The Licensee shall have a revocable license for the exclusive use of the Pool, subject to the following terms and conditions.

I. HOURS/ACCESS:

Norbeck Hills residents may reserve the Pool for private events. The Pool is available for private events between the hours of 8:30 p.m. and 11:00 p.m., Monday through Sunday. The rental period includes any time necessary for set-up and clean-up. The Pool is not available for private events on holidays or on days during which it is used for Association sponsored events. The Licensee must present a letter of authorization, signed on behalf of the Association, to the lifeguard staff at the time of the event.

II. FEE/DEPOSIT/CANCELLATION:

- A. Payment of the Rental Fee and the Deposit, along with a signed copy of this Agreement, must be received by Management at least 10 days before the scheduled date of the event to reserve a date for use for the Pool. The Association shall provide pool management personnel and lifeguards during the event. The Deposit will be refunded, less any charges for damage or clean-up, after inspection of the Pool area after the event. If the cost of clean-up or damage exceeds the Deposit, the Association must be reimbursed within 15 days after the date of written notice from Management to the Licensee.
- B. If the Licensee does not use the Pool on the scheduled date for any reason, the Rental Fee shall be forfeited, and the Deposit shall be returned to the Licensee.
- C. In the event of inclement weather or an Act of God interrupting utility service during an event, there shall be no refund of the Rental Fee or any part thereof.

III. INDEMNIFICATION/INSURANCE

- A. The Licensee is responsible for all persons at the Pool during the scheduled time of the event. The Licensee shall be responsible for the cost of repairing any damage arising from the acts or omissions of the Licensee or of any person in attendance at the event. The Licensee shall indemnify and hold harmless the Association, and its members, directors, officers, agents and employees, from and against any claims, damages, injuries, violations, proceedings, lawsuits, actions and causes of action of any kind, including costs and attorney's fees, arising in connection with the use of the Pool or in connection with the acts or omissions of the Licensee or of any person on the property of the Association in connection with Licensee's reservation or use of the Pool.
- B. The Licensee must provide to Management a Certificate of Insurance from the Licensee's insurance carrier, verifying that the Licensee has Comprehensive General Liability insurance coverage in an amount not less than \$500,000.00, and further verifying that the Association, and its members, directors, officers, agents, employees and contractors are additional insureds under such insurance coverage.

IV. CONDITIONS

- A. The Licensee and the Licensee's guests, licensees and invitees shall at all times make safe and proper use of the Pool, and shall comply with all applicable laws and regulations and the Association's Declaration, Bylaws and Rules, including without limitation the **Pool Rules attached to this Agreement**. Failure to comply with the attached Pool Rules or other provisions of this Agreement will result in forfeiture of the Deposit and all other amounts paid by the Licensee.

- B. In accordance with the attached Pool Rules, the Licensee and all persons in the Pool area during the event must observe proper sanitary practices. As required by the Pool Rules, food must be kept and consumed only in the designated eating area.

- C. If the Licensee or the Licensee's guests, licensees or invitees fail to comply with any provision of this Agreement, the Association may terminate this Agreement immediately. Upon such termination, the Licensee, and the Licensee's guests, licensees and invitees, shall have no further rights to use the Pool under this Agreement, and shall vacate the Pool immediately, and the Association shall retain any amounts paid by the Licensee, including the Deposit, as of the date of termination. Termination by the Association shall not constitute an election of remedies or a waiver of any other rights or remedies available to the Association at law or in equity.

- D. The rights granted by this Agreement shall be construed as a license, and not as a leasehold or any other interest in real property. Time is of the essence of this Agreement. This Agreement shall be interpreted and enforced in accordance with the laws of Maryland.

The parties have signed this Agreement as of the date first set forth above.

LICENSEE:

NORBECK HILLS HOMEOWNERS ASSOCIATION, INC.

By: _____

**NORBECK HILLS HOMEOWNERS ASSOCIATION
POOL RULES AND REGULATIONS**

GENERAL POLICIES:

1. All members or guests using the pool area do so at their own risk and sole responsibility, and will be held responsible for all actions of their children and guests. All members and guests indemnify and hold harmless the Norbeck Hills Homeowners Association and its members, directors, officers, agents and employees from and against any claims, damages, injuries, violations, proceedings, lawsuits, actions and causes of action of any kind, including costs and attorney's fees, arising in connection with the use of the pool or pool facility or in connection with the acts or omissions of the use of the pool.
2. The Homeowners Association, its agents, and the pool management company assume no responsibility for any accident or injury in connection with such use, or for loss or damage to property. Persons using the pool area agree not to hold the community liable for any acts of a natural disaster which might occur in the pool area (such as lightning, etc.).
3. Each resident in Norbeck Hills will have an application on file at the pool along with a family and/or individual picture in order to gain admittance to the pool area. Each home will also receive one guest pass, good for 10 guest visits. All guests must be accompanied by a pool member and must register as they enter the pool area. Each household will be allowed a maximum of TWO GUESTS per day, unless prior written approval has been given by the management agent. No member may bring as a guest any person who has had their own pool privileges suspended or revoked.
4. Guest pass card: Members may purchase additional guest pass cards for \$20.00 each from The Management Group Associates or from pool staff. (Payment is by check only - so plan ahead).
5. The pool staff may deny access to any members cited for a major rule violation. The Norbeck Hills Homeowners Association will return privileges only after all violations or debts are corrected.
6. The cost of any property damage at the pool will be charged to the responsible party.
7. Certified lifeguards will be on duty during all hours of operation. They have the authority to use their discretion in the enforcement of all rules and regulations in order to provide and maintain a safe and healthy environment. The manager is in charge of the pool and is responsible for seeing that necessary regulations are obeyed. The manager has been directed by the Norbeck Hills Homeowners Association to dismiss from the pool any adult or child for any infraction of these rules or when safety is threatened. The manager can bar any person from the pool for up to one week for each violation or for the remainder of the season for three violations.

SWIMMING POOL OPERATING REGULATIONS:

1. CHILDREN UNDER 12 YEARS OLD MUST BE ACCOMPANIED BY AN ADULT 16 YEARS OR OLDER. CHILDREN OVER 12 YEARS BUT UNDER 16 YEARS WILL BE ALLOWED ADMISSION TO THE POOL ONLY WITH A SIGNED LETTER FROM A PARENT OR GUARDIAN WHICH HAS BEEN SIGNED IN THE PRESENCE OF THE POOL MANAGER OR ASSISTANT MANAGER. AT NO TIME WILL THIS RULE BE BENT OR BROKEN, SINCE LIABILITY BECOMES AN ISSUE, IF SUCH A LETTER AND SIGNATURES ARE NOT PROVIDED. ANY CHILD IN VIOLATION OF THIS RULE WILL HAVE THEIR POOL PRIVILEGES SUSPENDED/REVOKED. BABY-SITTERS OVER 14 YEARS BUT UNDER 16 YEARS WILL BE ADMITTED TO THE POOL W/WITTEN PERMISSION FROM BOTH THE BABYSITTER'S PARENT OR GUARDIAN AND THE CHILD'S PARENT OR GUARDIAN WHEN RECEIVED BY THE POOL MANAGER. PERMISSION SLIPS ARE AVAILABLE AT THE POOL AND MUST BE ON FILE AT THE POOL. ANY MEMBER WHO IS 16 YEARS OF AGE OR OLDER MAY BRING A GUEST TO THE POOL. A GUEST PASS CARD MUST BE OBTAINED FROM THE POOL MANAGER OR ASSISTANT. GUEST PASS CARDS CAN ONLY BE PURCHASED BY CHECK FOR A FEE OF \$20. THE GUEST MUST OBSERVE ALL POOL RULES OR THEY WILL BE ASKED TO LEAVE.
2. Individuals between the ages of 12 and 16 will be admitted to the pool alone when the following conditions are met: (1) parents agree in writing to allow the child to come unaccompanied, and (2) the child has demonstrated the ability to swim the width of the pool in good form as judged by the pool management.
3. Diaper-aged babies must wear rubber pants. Disposable diapers are prohibited. Babies may not be dressed in a swimsuit without a diaper and rubber pants.
4. Rest periods will be announced each hour by the pool staff. During this period, all individuals under the age of 16 must be completely out of the main pool.
5. Children using the wading pool are the responsibility of the parent(s), not the lifeguards, and must be accompanied by an adult at all times. Children over 5 years of age are not permitted in the wading pool.
6. The pool may be closed at the discretion of the pool management in case of thunder, lightning, rain or operational breakdown.
7. Alcoholic beverages are prohibited from the pool area. Persons under the influence of alcohol or drugs will not be permitted in the pool area.
8. Rafts, inner tubes, noodles, swim masks, snorkels, balls or other play equipment are prohibited from use in the main pool except on specifically scheduled dates. GOGGLES may be worn. PLEASE NOTE: GOGGLES are a device that covers the eyes only. Children may also wear federally approved safety devices such as a life jacket when accompanied by an adult.
9. Pets are not allowed in the pool area.
10. Radios, and CD, digital music, video and cassette players must be used with earphones at the pool facility. During rental of the pool facility for private events, stereos or other music may be played without earphones, provided that it does not disturb neighboring residents. If so

requested, the pool facility renter will be required to turn down the volume of the music so as to not create a disturbance. Such action will be done respectfully, and without delay. During private rental of the pool facility, all music, regardless of volume, will be turned off by 10:00 p.m.

11. Only authorized personnel are permitted in the pool office and filter, chemical and equipment rooms, on the guard stands or in the guard gate kiosk. Persons should stand at the guard gate kiosk only when signing in or out of the pool or requesting assistance. There shall be no loitering at guard gate kiosk. Failure to abide by this rule will result in immediate expulsion from the pool for one week.
12. Abusive or inappropriate language and/or behavior are prohibited and will result in immediate expulsion from the pool. Such an infraction counts as one violation of the pool rules.
13. Unauthorized persons found inside the pool enclosure while the pool is closed will lose their privileges for the remainder of the season and will be prosecuted for trespassing.

SWIMMING POOL PERSONAL HYGIENE AND ATTIRE

1. Before entering the pool, persons must take a cleansing shower.
2. Any persons having apparent skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharge, wearing Band-Aids or bandages, or having any communicable diseases shall be excluded from the pool.
3. Spitting, spouting water, blowing the nose and similar unhygienic actions are prohibited in the pool. No chewing gum is allowed.
4. Swimmers must wear appropriate bathing attire. No cut-offs, dungarees, etc., as determined by the pool management.
5. No person shall brush or comb their hair while in the pool.

SAFETY RULES

1. No boisterous or rough play is permitted inside the perimeters of the bathhouse and fenced areas. Heelies, skateboards, rollerblades, razor scooters or similar equipment are not permitted on the pool premises, including the parking lot.
2. No running in the shower rooms or on the pool deck area.
3. Only one person at a time is permitted on the diving board, and ladder. Dives must be straight out and away from the board.

4. Divers should swim to the nearest side of the pool to exit. One must wait until preceding diver swims clear (to ladder) before diving. No swimming is allowed in the diving area while the diving board is in use.
5. Glass containers are prohibited from the pool area. Food is to be consumed only in the designated deck area. Waste from the consumption of food or beverages must be deposited in the containers provided.
6. The number of strollers permitted will be at the discretion of the lifeguard. No other wheeled vehicles with the exception of wheelchairs will be allowed in the pool area. Skateboards and roller blades are prohibited.
7. Persons must stay clear of the guard stations and not loiter at the check-in desk.
8. Smoking is strictly prohibited on pool grounds, inside and outside the fencing.
9. No rollerblades, hee-lies, razor scooters, skateboards or similar equipment may be used on the pool premises, including the parking lot.

These pool rules are subject to change, at any time, at the discretion of the Association Board of Directors. Any questions, complaints or suggestions regarding these rules and regulations for the swimming pool operations should be directed to the Board of Directors c/o the property management company and not to the pool management staff.

RENTAL FEE COST BREAKDOWN

SECURITY DEPOSIT (REFUNDABLE):	\$150.00	Please write a <u>separate</u> check for the deposit
RENTAL FEE:	\$175.00	
TOTAL RENTAL FEE:	_____	