

# Pavilion and Pavilion Pool- Rental Reservation Form

Reservations for the Pavilion and Pavilion Pool can be made by sending in this form along with a signed copy of the attached Agreement, a \$100 Deposit check, and a copy of a photo ID showing your current WWL address.

Please mail to; Donna Jackson 7603 Crescendo Ct. Houston, TX 77040

If you want to check and see if your requested rental date is available, prior to sending in this form, please call Donna at 713-466-8668. You can also call Donna to make a reservation by phone. However, within 10 days of making your reservation, you will need to send her the aforementioned items.

All the information you will need regarding your rental should be available to you in the attached Agreement. To find out more about our Pool Season and regularly scheduled hours of operation, please visit our website at <a href="https://www.woodwindlakeshoa.com">www.woodwindlakeshoa.com</a>. If you have any other questions or concerns, please contact Sterling ASI at 832-678-4500.

Current Date:	
Venue Requested-	
□ Pavilion	
□ Pavilion Pool	
Date and Time Requested-	
Date:	
Time Beginning:	
Time Ending:	
Resident's Name	
Address	
Phone Number	F-mail

# Pavilion and Pavilion Pool- Rental Agreement

This Agreement is made by and between the Woodwind Lakes Homeowner's Association and/or it's Duly Authorized Agent (hereinafter referred to as WWL), and the individual requesting rental of the facility (hereinafter referred to as RENTER).

### 1. RENTER:

RENTER must be 21 years or older and an WWL homeowner or tenant in good standing. A member who loses, rescinds or transfers his/her membership privileges for any reason (for example, sale of unit, termination of tenant lease, etc.) does not have the privilege to rent any WWL community center facility. This is true regardless of whether a predated executed WWL Rental Agreement exists. RENTER must be present throughout the period of rental including set-up and clean-up periods and until the last guest has vacated the premises. Any exception to this requirement must be approved in writing by an authorized WWL representative.

#### 2. RESERVATIONS AND RENTAL DEPOSIT:

Reservations for the Pavilion and Pavilion Pool can be made by sending in the Reservation form along with a signed copy of this Agreement, a \$100 Deposit check, and a copy of a photo ID showing your current WWL address.

Please mail to; Donna Jackson 7603 Crescendo Ct. Houston, TX 77040

The deposit is fully refundable to the RENTER if all requirements of this Agreement are fulfilled and any needed keys and tags are returned. If a check is deposited and returned from the bank, RENTER will be responsible for all return fees and administration costs.

### 3. PAVILION USE:

The Pavilion is available to rent between 9:00 am and 9:00 p.m. each day. Guests are asked to park in the parking lots that are available on either side of the Pavilion. If additional parking is needed, please park on the side of the street where the Pavilion is located as opposed to parking in front of the residents' homes. There are portable tables available for use as well as ceiling fans that can be turned on at the facility. If you would like access to these items, please inquire when you make your reservation.

Noise must be regulated and kept at a level that does not disturb surrounding residents.

Alcohol is permitted but it is expected that common sense and moderation are used and that behavior is controlled. No glass containers are allowed. Smoking is not allowed.

All areas of the Pavilion must be cleaned up immediately after your event. Trash must be removed from the premises and is not to be left in the facility receptacles or on the curb. If trash is left behind, your deposit will not be returned.

# 4. PAVILION POOL USE:

The Pavilion Pool is available to rent for any four-hour period between 9:00 am and 9:00 p.m. on any day that it is officially open. But, it cannot be closed for exclusive use during the time of rental.

State Law now requires you must have two Lifeguards present if anyone at your pool event is under the age of 21. To obtain Lifeguards, please contact Trident Aquatics at 832-771-0520 at least two weeks prior to your event. The RENTER is responsible for all costs associated with the use of the Lifeguards.

### **POOL RULES:**

\*Note- These rules are for Pavilion Pool rental and differ from the standard rules which can be found on the WWL website.

- 1) All residents and guests will be expected to behave themselves in accordance with the facility rules. Anyone disobeying rules, ignoring lifeguard instruction, or endangering the safety of other people will be asked to leave the facility. If an unwanted resident or guest refuses to leave the facility, the police will be notified. Repeated violations will result in the revocation of swimming pool privileges.
- 2) Lifeguards have the final say while enforcing facility rules. Those not obeying Lifeguard direction will be asked to leave.
- 3) No one 12 and under will be allowed in the poll area unless they are accompanied by a parent or a responsible adult who is 18 years of age or older.
- 4) Proper swim attire is always required for use of the pool. Absolutely no cutoffs are allowed.
- 5) Alcoholic beverages are permitted but no glass containers are allowed. Food is prohibited within four feet of the pool.
- 6) Smoking is not allowed inside the facility.
- 7) Public decency and respect for fellow swimmers is required always. Loud music, fowl or abusive language, or public displays of affection will not be permitted.
- 8) No running, dunking, pushing, shoving, or any other form of horseplay is allowed.
- 9) Tubes and flotation devices will be allowed at the discretion of the lifeguard on duty.
- 10) No skate boards, roller blades, skates, or bikes are allowed in the pool area.
- 11) No pets are allowed inside of the facility other than pre-approved service or support animals.
- 12) Everyone is responsible for placing their own trash in the provided garbage cans.
- 13) Other rules are posted in the area and must be obeyed.
- 14) These rules apply to all residents and guests without exception.

#### 5. PROOF OF HOMEOWNER'S OR TENANT'S INSURANCE:

If requested by WWL, prior to the rental, The RENTER agrees to provide a copy of their Homeowner's or Tenant's Insurance declaration page showing a proper WWL address.

#### 6. DAMAGES/LOSSES:

The RENTER will be responsible for the cost of repair or replacement in the event of damage to

facilities furnishings, fixtures or equipment, including, without limitation, attorney costs or other costs incurred by WWL to collect such costs. WWL assumes no responsibility or liability for property brought onto the premises by the RENTER.

# 7. INSURANCE INDEMNIFICATION:

RENTER shall defend and indemnify WWL and its directors, officers, homeowners and employees and hold and save them harmless from and against any and all liabilities, damages, costs or expenses, including attorney's fees, arising from any act, omission, or negligence by RENTER, or RENTER's officers, contractors, licensees, agents, employees, guests, invitees, patrons or visitors in or about the rental facilities, or arising from any accident, injury or damage, howsoever and by whomsoever caused to any person or property, occurring in or about or in connection with usage of the rental facility pursuant to this Agreement. In case WWL, its directors, officers, agents or employees shall, without fault on their part, be made a party to any litigation arising out of Renter's occupancy or use of the rental facility, Renter shall pay to WWL all expenses incurred by it in connection therewith, including reasonable attorney's fees.

# 8. RENTER'S AGREEMENT:

With their signature below, the RENTER agrees to all terms and conditions mentioned in this Contract. The RENTER also acknowledges that they could forfeit their deposit if they are not in full compliance with all items that are set forth in this document.

RENTER's Signature	Date_	
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