



Phone: 334-272-3200 Fax: 334-272-8383 E-mail: TheAssembly@TheWatersAl.com

THE WATERS ASSEMBLY VENUE RENTAL AGREEMENT

***Reservations are not confirmed until all payments are made and proper paperwork is in place.*

| Venue | Rental Fee | Security Deposit | Cleaning Fee (non-refundable) |
|--|-------------------|-------------------------|--------------------------------------|
| Lucas Point Pavilion/Grill | \$75 | \$25 | N/A |
| Marina | \$75 | \$25 | N/A |
| Blue Heron Pool Club - Pavilion/Pool (April 1-Sept 30) | \$150 | \$25 | N/A |
| Blue Heron Pool Club - Pavilion/Pool/Kitchen (April 1-Sept 30) | \$225 | \$25 | \$50 |
| Blue Heron Pool Club - Pavilion (Oct 1 - Mar 31) | \$75 | \$25 | N/A |
| Blue Heron Pool Club - Pavilion/Kitchen (Oct 1 - Mar 31) | \$175 | \$25 | \$50 |

Rental Fee cannot be waived. Payments must be received from The Assembly Members only. Assembly Member must be in good standing to be eligible to make a reservation of any venue. Cash and Credit Cards are NOT accepted. Security Deposit and the Rental Fee / Cleaning Fee checks should be made payable to The Waters Assembly. Separate checks are required for Security Deposit and the Rental Fee / Cleaning Fee. To make reservations, a rental agreement must be completed and payments received by The Assembly Staff at least 48 hours prior to event. Reservations are not confirmed until all payments are made and proper paperwork is in place.

Lucas Point Pavilion/Grill and Marina are available in four (4) hour increments.

The Blue Heron Pool Club Pool/Pavilion/Kitchen are available for rental at the following times:
Tuesdays 8am-12pm, 1pm-5pm, & 6pm-10pm.

THE WATERS ASSEMBLY MEMBER NAME: _____

ADDRESS: _____

PHONE: _____ E-MAIL: _____

TODAY'S DATE: _____ DATE OF EVENT: _____

TIME RESERVED: _____ TYPE OF EVENT: _____

ACTUAL TIME OF EVENT: _____ # OF GUESTS: _____

FOOD & BEVERAGE: YES/NO CATERER: _____ INSURANCE INFO _____
(If yes, please refer to Rental Agreement information and Rules & Regulations.)

WILL ALCOHOL BE SERVED: YES/NO If yes, date insurance submitted _____
(If yes, please refer to Rental Agreement information and Rules & Regulations.)

RECEIVED A COPY OF THE RULES AND REGULATIONS _____

MEMBER SIGNATURE and DATE

Post Event Checklist for Homeowner:

If at any time the venue or restroom facilities require attention for maintenance or cleaning issues, please notify The Assembly at 334-272-3200.

____ Assembly Member must take trash and any personal items away with them at the end of the event. ____ Items used for decorating must be removed and/or properly disposed. Any damage to Association property will be the responsibility of The Assembly Member. ____ Food items must be removed and/or properly disposed.

____ Doors locked - fireplace off – lights off.

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Please note the following important information:

- Make note that the Blue Heron Pool Club may only be reserved for private parties Tuesdays 8am-12pm, 1pm-5pm, & 6pm-10pm.
- Reservations are available to Members of The Waters Assembly. Management may request proof of residency before a reservation can be made. Reservations will not be made for Members with outstanding HOA dues.
- For information on how to rent a venue, contact the Information Center at 334-272-3200 or e-mail TheAssembly@TheWatersAL.com. If you are e-mailing your request, please put “Venue Reservation” in the subject line. (Email request does not confirm the requested reservation. Members must comply with all reservation guidelines for a reservation to be confirmed.) A rental agreement, Security Deposit and the Rental Fee / Cleaning Fee must be on file for the reservation to be confirmed. Separate checks are required for the Security Deposit and the Rental Fee / Cleaning Fee and made payable to The Waters Assembly.
- The Waters Assembly Rules & Regulations must be followed by everyone attending events. Failure to adhere to these rules may cause the loss of privileges.
- Set up and take down time for an event is a part of the reserved time. Therefore, any time needed to set up or take down for an event must be within the designated reservation time. Members will be allowed exclusive access to the venue only during their designated reservation time. No exceptions.
- Cancellation of Reservations – In the event that The Assembly Member is not going to be able to use the amenities as reserved, Member must notify the Information Center at 334-272-3200 or TheAssembly@TheWatersAL.com at least 48 hours in advance. If Management does not receive appropriate notification of the cancellation, the homeowner will forfeit the Security Deposit, and the Cleaning Fee if applicable.

HOLD HARMLESS AGREEMENT

I, _____ am a Member of The Waters Assembly, Incorporated and am desirous of using an amenity for an event to be supervised by me and my appointees; I have received and agreed to the items listed above and the attached Rules & Regulations of The Assembly. I further agree to indemnify and hold harmless The Assembly, New Waters, LLC, New Waters Realty, its Directors, its Members, its Employees, its Agents, the Developer, its Agents and its Employees from any and all claims, losses, suits, damages, judgments, expenses, costs, and charges of every kind and nature, from any injury and damage to me or my guests resulting from the use of the amenities.

Signature of Member

Date

Member's Address

Rules & Regulations for The Waters Assembly **Marina Gathering Room, Pool Pavilion & Blue Heron Pool Club**

1. To reserve a venue, you must be a member of The Water's Assembly in good standing and you must be present for the length of the function.
2. Your check in the amount of the rental fee and cleaning fee made payable to The Water's Assembly is a non-refundable usage fee. Payable at time of reservations. The security may be refundable if the venue is left in good order.
3. The Lucas Point pool CANNOT be reserved, only the pavilion and grilling area.
4. The weekends of Memorial Day, 4th of July and Labor Day (and dates reserved for The Assembly events) are set aside for neighborhood events and venues cannot be reserved.
5. Set up and decorating is the responsibility of the renter. No nails or tacks are allowed to be put into the walls. Nothing is to be tied to the ceiling fans. Any damage to The Assembly property is the responsibility of The Assembly Member
6. Renter shall sign acknowledgment of Rules and Regulations at the time of reservation.
7. **Renter provides for cleanup.** Any time needed to set up or take down for an event must be within the designated reservation time. Members will be allowed exclusive access to the venue only during their designated reservation time. No exceptions.
8. **All trash from the event must be removed off-site. Deposit will be refunded only if the venue is left in proper order after the event.**
9. Four-hour rental periods only.
10. If event is catered, renter must provide information (insurance etc.) on the caterer to The Waters Assembly.
11. Rental fees are refundable if cancellation is made prior to 48 hours before the event. If cancellation occurs within the 48 hours up to the event, cleaning fees are not refunded.
12. NO SMOKING ON THE PREMISES.
13. NO ALCOHOL ALLOWED. Exceptions may be made but must be approved and liquor liability insurance will be required.
14. Food and drink (NO ALCOHOL) allowed. No glass containers allowed.
15. All Rules and Regulations are in effect – NO EXCEPTIONS.
16. Children and youth groups must have one adult to every ten children.
17. Marina and Lucas Point Pool Pavilion must be vacated by 11pm.
18. Blue Heron Pool Club must be vacated by 10:00pm.
19. Make sure all lights are turned off.
20. Lock all doors.
21. Reservations need to be made a minimum of two weeks in advance.

POOL AND BEACH RULES AND REGULATIONS

1. In case of an emergency call 911.
2. Access to the pool area is by use of a Resident Card only.
3. Members may have no more than four (4) guests per household at any one time.
4. Members, their families and guests shall use the pool AT THEIR OWN RISK. Members understand that THERE IS NO LIFEGUARD AT THE POOL.
5. All guests must be accompanied by a Member. All Members must have their Resident Card with them when using the pool and must present to Management Team, if asked.
6. Swimming is allowed from sunrise to 9:00 pm. SWIM AT YOUR OWN RISK.
7. No diving.
8. No running, pushing, foul language, boisterous behavior, or general rough-housing permitted in or around the pool.
9. No loud music allowed. Electronics may be used as long as they do not cause a disturbance to others.
10. Minors under the age of 14 must be accompanied by a responsible adult. Minors under the age of 7 require the presence of a parent or guardian. Non-swimmers of any age must not enter the deep area.
11. Persons with contagious or infectious health conditions are not permitted in or around the pool.
12. Pets or animals are not allowed, except for guide dogs for the physically impaired.
13. No glass containers/articles, sharp metal objects or hazardous objects are permitted in/or around the pool.
14. Gum and tobacco are not allowed in/or around the pool.
15. No smoking in/or around the pool or pool deck or pavilion. Violators will be asked to leave and may cause the loss of pool privileges.
16. Food and drink are allowed, but cannot be taken within five (5) feet of the pool or lake. No food or drinks in the pool. All litter must be properly disposed of.
17. Shower before entering the pool. All sand should be washed off in the foot-wash station before entering the pool.
18. Street clothes and shoes are not allowed in the water.
19. Swim diapers must be used on all toddlers at the pool.
20. DO NOT move furniture from the pool deck. Return all pool furniture to a neat and orderly arrangement after use.
21. All trash should be placed in trash receptacles.
22. All toys, play equipment, flotation devices, personal items, etc., should be taken with Member. The Waters is not responsible for any lost or missing items.
23. Members should close all umbrellas upon departure to prevent damage to umbrellas.
24. Management reserves the right to adjust or add any rules as needed without notice.

The Waters Management has the right to ask any party to leave for non-compliance with the above rules. Failure to adhere to these rules may cause the loss of pool privileges.

Liability Insurance is required if alcohol is being served. NO EXCEPTIONS.
 Contact your insurance agent or you may purchase the insurance online at
 Wedsafe.com. Please see sample below.

| ACORD™ | | CERTIFICATE OF LIABILITY INSURANCE | | | | DATE (MM/DD/YYYY) | | | |
|---|-------------------------------------|---|-------------------------------------|--|---------------|----------------------------|------------------------|---|-------------|
| <p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p> | | | | | | | | | |
| PRODUCER | | | | CONTACT | | | | | |
| | | | | NAME: | | | | | |
| | | | | PHONE: (A/C, No. Ext): | | FAX: (A/C, No.): | | | |
| | | | | E-MAIL ADDRESS: | | | | | |
| | | | | INSURER(S) AFFORDING COVERAGE | | NAIC # | | | |
| INSURED | | | | INSURER A: | | 23787 | | | |
| | | | | INSURER B: | | | | | |
| | | | | INSURER C: | | | | | |
| | | | | INSURER D: | | | | | |
| | | | | INSURER E: | | | | | |
| | | | | INSURER F: | | | | | |
| COVERAGES | | CERTIFICATE NUMBER: WS00143266 | | REVISION NUMBER: | | | | | |
| <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p> | | | | | | | | | |
| NSR LTR | TYPE OF INSURANCE | | ADDL INSD | SUBR VVD | POLICY NUMBER | POLICY EFF (MM/DD/YY) | POLICY EXP (MM/DD/YY) | LIMITS | |
| A | <input checked="" type="checkbox"/> | COMMERCIAL GENERAL LIABILITY | <input checked="" type="checkbox"/> | | | 07/25/2015 12:01 AM EDT | 07/26/2015 12:01 AM | EACH OCCURRENCE | \$1,000,000 |
| | <input type="checkbox"/> | CLAIMS-MADE | <input checked="" type="checkbox"/> | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 |
| | <input checked="" type="checkbox"/> | Host Liquor Liability Included | | | | | | MED EXP (Any one person) | \$5,000 |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | <input type="checkbox"/> | POLICY | <input type="checkbox"/> | | | | | GENERAL AGGREGATE | \$5,000,000 |
| | <input type="checkbox"/> | PROJECT | <input type="checkbox"/> | | | | | PRODUCTS-COMP/OP AGG | \$1,000,000 |
| | <input type="checkbox"/> | LOC | | | | | | LEGAL LIAB TO PARTICIPANTS | |
| | <input type="checkbox"/> | OTHER: | | | | | | | |
| | | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea Accident) | |
| | <input type="checkbox"/> | ANY AUTO | | | | | | BODILY INJURY (Per person) | |
| | <input type="checkbox"/> | ALL OWNED AUTOS | <input type="checkbox"/> | | | | | BODILY INJURY (Per accident) | |
| | | SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | |
| | <input type="checkbox"/> | HIRED AUTOS | <input type="checkbox"/> | | | | | | |
| | | NON-OWNED AUTOS | | | | | | | |
| | | Not provided while in Hawaii | | | | | | | |
| | <input type="checkbox"/> | UMBRELLA LIAB | <input type="checkbox"/> | | | | | EACH OCCURRENCE | |
| | <input type="checkbox"/> | EXCESS LIAB | <input type="checkbox"/> | | | | | AGGREGATE | |
| | <input type="checkbox"/> | CLAIMS-MADE | | | | | | | |
| | <input type="checkbox"/> | DEDUCTIBLE | | | | | | | |
| | <input type="checkbox"/> | RETENTION | | | | | | | |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE | OTHER |
| | | ANY PROPRIETORSHIP/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | <input type="checkbox"/> | | | | | E.L. EACH ACCIDENT | |
| | | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE | |
| | | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | |
| | | | | | | | | | |
| <p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</p> <p>Event Type: A private party; Honorees: Jonathan Ratliff, Candice Brooke Hansen; Event Date: 07/25/2015; Location: The Waters Marina.</p> <p>If the event continues past 12:01 am at the location named on the certificate of insurance, such continuation shall be considered as the event date. The event includes set up and break down, at the event location, that occurs no more than 24 hours prior to the event or 24 hours after the event. The event also includes the rehearsal or rehearsal dinner if scheduled within 48 hours of the event, if the event is a wedding.</p> <p>Liquor Liability (as provided by CG 00 01 04 13) applies only if the insured is not in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.</p> <p>Property Damage Liability, as provided by this policy (including Damage to Premises Rented to You), is subject to a \$1,000 per occurrence deductible.</p> <p>The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.</p> | | | | | | | | | |
| CERTIFICATE HOLDER | | | | CANCELLATION | | | | | |
| The Waters Marina The Waters Assembly, New Waters, LLC and New Waters Realty as Additional Insureds. | | | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | | | | |
| | | | | AUTHORIZED REPRESENTATIVE | | | | | |