

# Texas Aquatic Enterprises, Inc. Pool Party Agreement

Homeowner \_\_\_\_\_  
 Address \_\_\_\_\_  
 Home Phone # \_\_\_\_\_  
 Date of Party \_\_\_\_\_  
 Start Time \_\_\_\_\_

Pool \_\_\_\_\_  
 City, Zip \_\_\_\_\_  
 Cellular # \_\_\_\_\_  
 Party Size (# of guest attending) \_\_\_\_\_  
 End Time \_\_\_\_\_

The pool shall be reserved during the stated time and date for the use of the person named above and his/her guest. Prior to pool party confirmation Texas Aquatic Enterprises will verify with the Community Management Company and/or Homeowner Association that the renters Assessment Dues are paid in full. A "Guest" is defined as any person associated with the pool party within the confines (gated area) of the pool facility. All those using the pool facilities, during the time covered by this agreement, shall abide by all pool rules.

1. Renter must arrange for Lifeguards with Texas Aquatic Enterprises at least **10 business** days before the party. The cost of the Lifeguard(s) is \$20.00 per hour, per Lifeguard, plus a \$35.00 non-refundable reservation fee. All party preparations and clean-up must be done within the reserved hours.
2. Renter must remove all trash from the premises.
3. Parties canceled by the renter at least **24 hours in advance**, by calling Texas Aquatic Enterprises at (713) 416-5161, may be rescheduled with no additional fees, or receive a full refund of the Lifeguard fees. In the case of inclement weather or pool system malfunction, the Lifeguards may cancel the party and the remaining Lifeguard fees will be refunded.
4. No alcoholic beverages or glass containers of any kind may be used at the pool.
5. Lifeguards have the right to expel any guest and/or cancel the party immediately in the event of unruly, uncooperative, or dangerous behavior among the participants, and if actual number of guests is sufficiently larger than planned number of guests. Lifeguard fees and reservation fee will not be refunded if the party is canceled due to these causes.
6. I agree to indemnify, hold harmless, and defend the directors, officers, and owners of the Homeowner Association and Texas Aquatic Enterprises, Inc. and its employees from all liability, claims, demands, suits, obligations, judgments, attorney's fees, court costs, and attachment for loss, damage, or injury to any person or property occurring as a result of negligence, vandalism, fire, smoke, theft caused by or attributed to myself and/or invited guests' actions or inactions, and for any and all other losses, damages, or injury, whether to person or property, which in any manner may arise out of or incident to the use of the facility.
7. Texas Aquatic Enterprises reserves the right to void this agreement and return the reservation fee and Lifeguard fee in full in the event of pool equipment, facility, or staffing failure.
8. Texas Aquatic Enterprises, Inc. reserves the right to lower Lifeguard to guest ratio for any reason prior to approving the pool party reservation.
9. "Mix-In Pool Parties" – A party scheduled during normal pool operation hours. Mix-In Pool Parties are NOT private. The pool will still be open to the residents/members to use. Parties shall be staffed to maintain a guard to guest ratio of 1 to 20. Below are the correct ratio for Lifeguard to guest for a Mix-In Pool Party:
  - 1 – 20 Guests = 1 Additional Lifeguard
  - 21 – 40 Guests = 2 Additional Lifeguards
  - 41 – 60 Guests = 3 Additional Lifeguards
  - 61 – 80 Guests = 4 Additional Lifeguards
10. "Private Party" – A party scheduled outside normal pool operation hours. Private Parties must have a minimum of two (2) Lifeguards will be on duty at all times. Parties must end by 11:30pm. Below are the correct ratio for Lifeguard to guest for a Private Party:
  - 1 – 40 Guests = 2 Lifeguards
  - 41 – 60 Guests = 3 Lifeguards
  - 61 – 80 Guests = 4 Lifeguards
11. If actually number of guests exceeds the planned number of guests additional Lifeguard(s) will be called in to work the party. The renter will be subject to paid additional Lifeguard fees at 1.5 times the regular rate.

I have read and understand the above agreement and shall abide by all rules. Please fax completed form to 713-973-0544

**Homeowner/Tenant (signature)** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_

<b>To be completed by Texas Aquatic Enterprises</b>	
Number of Lifeguards _____	Payment Method _____
Total Cost of Party _____	Date Payment Received _____

