

Vistas of Encino Park Homeowners Association, Inc. Pool- Rental POLICY

**NO Amenity Center parties will be permitted on the following weekend holidays:
Memorial Day, Father's Day, Fourth of July, and Labor Day**

The Vistas of Encino Park Homeowners Association, Inc. pool is intended to be used by Vistas of Encino Park Homeowners Association, Inc. members only. All rules and regulations must be followed.

Definitions

"Amenity Center" shall mean the pool and the surrounding area and the playground.

"Association" shall mean the Vistas of Encino Park Homeowners Association, Inc.

"Pool Amenities" shall refer to the pool and the area immediately surrounding the pool.

"Member(s)" shall mean the members of the Vistas of Encino Park Homeowners Association, Inc.

BEFORE:

- Only dues paying members in good standing are eligible to reserve the Amenity Center for parties.
- Limit of 30 party members (kids and adults)
- You **will** be required to hire lifeguards if your party exceeds 10 people (1-10 people =0 lifeguards/ 11-30 people =2 lifeguards,)
- One adult (18 or over) is required for each three children under 16 who attend the party.
- Parties are limited to four hours and must be completed by 7:00 p.m.
- **Reservation/Deposit Fee: \$50.00 (refundable if area is properly cleaned and there is no damage)**
Lifeguard Fee: \$30.00 per hour per lifeguard (minimum of three (3) hours required); All fees are payable to Vistas of Encino Park Homeowners Association, Inc. (check or money order only). The refundable deposit is mailed to your home the first week of the following month of your event.
- The completed reservation form and fees must be turned in at least two weeks in advance.

DURING:

- **DO NOT PROP OPEN THE GATE.** This is a serious safety and liability issue. Assign someone the job of running the key to the gate or sitting near the gate until all guests and supplies have arrived.
- No glass containers of any kind.
- No smoking.
- No alcohol.
- Anticipate extra supplies your guests will need and bring with you (trash bags, extra paper towels and toilet paper for the restrooms).

1. Guest Conduct Rules:

MEMBER is solely responsible for the conduct of guests or others on the leased premises incidental to or during the time of the lease. MEMBER **must be present on the leased premises at all times during the lease period.** MEMBER agrees to be responsible for strict observance and adherence by MEMBER AND MEMBER'S guests to all rules and regulations of ASSOCIATION regarding use of and conduct on the Amenity Center property. A copy of such rules is attached hereto and is part hereof.

2. Indemnity:

MEMBER, by accepting this lease, agrees to release the ASSOCIATION, its officers, directors and employees from all damages and claims of every kind, whether to person or to property, arising incidental to and during MEMBER'S use of the Amenity Center premises and MEMBER agrees to hold ASSOCIATION, its officers, directors, and employees harmless from any damage, claim, lawsuit or judgments sustained by MEMBER or any of its agents, employees, invitees, guests, or any other persons, including caterers, on the leased premises incidental to an during the time of the lease, and to indemnify

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ASSOCIATION, its officers, directors or employees against any and all claims, demands, lawsuits or judgments arising from the negligence of ASSOCIATION, its officers, directors, or employees.

3. Inspection and Termination:

A member of the Board of Directors or other agent of ASSOCIATION, shall have the right to inspect the lease premises during the term of MEMBER'S rental of same and may demand cessation of any function and request guests to leave the premises if the rules and regulation are not observed. The Board of Directors or any agent so empowered by them shall also have the right to terminate this agreement for any reason, including but not limited to non-payment of fees or deposits, and this agreement shall be null and void. In the event this agreement is terminated for non-payment of fees, the above Security Deposit shall be forfeited to ASSOCIATION.

4. Noise Level:

MEMBER is responsible for maintaining reasonable music volume and noise levels, in accordance with city of San Antonio ordinances, so residents are not disturbed (especially after 10p.m.). MEMBER is expected to turn down music volume and/or reduce the noise if asked to do so by a resident, member of the Board of Directors, or a representative of the management company. Complaints about noise could result in forfeiture of some or all of the MEMBERS deposit and/or suspension of future lease privileges by the Board of Directors.

Have a great time!

AFTER:

All trash must be removed from the pool premises.

Take down all decorations, to include tape, etc.

Please leave chairs and tables as they were and place all furniture around the Amenity Center in their original place.

Please hose down the party area.

Resident Name: _____ Address: _____

Phone #: _____ Mobile #: _____ Party Date: _____ Time: _____

Type of Party: _____

Number of children under age 18 expected: _____

Number of adults expected: _____

I AGREE THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I AGREE TO ABIDE BY THE VISTAS OF ENCINO PARK HOMEOWNERS ASSOCIATION, INC. . AMENITY CENTER PARTY POLICY, INCLUDING CLEANUP. I UNDERSTAND THAT I AM RESPONSIBLE FOR ANY AND ALL DAMAGES CAUSED BY MY GUESTS. I AGREE THAT I AM RESPONSIBLE TO MAKE SURE MY GUESTS ABIDE BY ALL POSTED AMENITY CENTER RULES.

Resident Signature: _____