

# Briargrove Pool Rental Agreement

## Pool Party Reservation Contact:

Direct: (281) 214-8025

Pool Reservation Options:

### Exclusive Rental – maximum of 170 guests

- \$100 non-refundable deposit is required to reserve your party
- \$125 per hour, 2 hours minimum
- \$100 cleaning fee
- Renter must arrange for lifeguard(s) with AURA AQUATICS at least 14 business days before the party. The cost of the lifeguard(s) is \$25.00 per hour, per lifeguard, in addition to a \$35.00 non-refundable reservation fee. The renter will be charged \$12.50 per lifeguard for each additional 30 minutes. All party preparations and clean-up must be done within the reserved hours.
- Available Saturdays and Sundays from 7:30-9:30pm, and 8:00 – 10:00 AM, Weekdays TBD pending facility and staffing availability, call to inquire
- May be available pre/post summer season (April, May, September), call Amber at AURA AQUATICS for more information
- Includes entire facility, including pool area, playground, indoor air-conditioned multi-purpose room and pavilion
- Access to folding chairs and tables available for additional cost
- All party preparations must be done within the allotted reserved time frame
- “Private Party” – A party scheduled outside normal pool operation hours. Private Parties must always have a minimum of two (2) lifeguards on duty. Parties must end by 11:00pm. Below are the correct ratios for guard-to-guest for a Private Party:
  - 1 – 40 Guests = 2 Lifeguards
  - 41 – 60 Guests = 3 Lifeguards
  - 61 – 80 Guests = 4 Lifeguards

### Non-Exclusive Rental – Maximum of 70

- A \$100 non-refundable deposit is required to reserve your party
- \$125 per hour, 2 hours minimum
- Renter must arrange for lifeguard(s) with AURA AQUATICS at least 14 business days before the party. The cost of the lifeguard(s) is \$25.00 per hour, per lifeguard, in addition to a \$35.00 non-refundable reservation fee. The renter will be charged \$12.50 per lifeguard for each additional 30 minutes. All party preparations and clean-up must be done within the reserved hours.
- “Mix-In Pool Parties” – A party scheduled during normal pool operation hours. Mix-In Pool Parties are NOT private. The pool will 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 ratios for guard-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
- Available during posted regular pool schedule. Pool and facility will be open to residents during this time.
- Includes dedicated party space either under the pavilion or multi-purpose room (maximum of 25).
- Access to folding chairs and tables available for additional cost

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- All party preparations must be done within the allotted reserved time frame

### Pool Rental Amenities

- For non-exclusive pool rental, only the area reserved (dedicated pavilion space or the multi-Purpose Room) is the "area/item" that the renter is renting and will get exclusive use of during their reservation. Other items, (pool furniture, field space, restrooms, pool play features, playground etc.) are public aspects of Briargrove pool and must be shared with other pool users.
- For Exclusive Pool Rentals, the entire pool, the playground, pavilion, and related amenities are included in the rental. The multi-purpose room is available upon request but can only have up to 30 guests at any time.
- Lifeguards and a KRJ point of contact are included in your rental package.
- Additional items or equipment needs must be approved by KRJ and must be provided by the applicant, at their own expense.

### Pool Rental Terms

- Briargrove is in no manner liable or responsible for individual property or rented items.
- The cost of party must be paid **7 business** days before the party.
- Open field space and restrooms are not part of the non-exclusive rental and are not available for your exclusive use.
- All reservations must be made through AURA AQUATICS
- Must be a resident in good standing in Briargrove. Proof of residency required.
- All pool reservations require a two-hour minimum.
- Reservations may be made up to six months in advance, but a minimum of 14 business days in advance of the desired date.
- Some parties may require additional staffing (large parties/groups, younger median age, pre-teen/teen parties, etc.).
- Extra staffing requirements will be at the management's discretion. If additional staffing is required, additional fees will be charged to the party responsible.
- The responsible party/person signing the application must handle all transactions, inquiries, and changes to the rental. The party responsible is required to be present during the entire course of the event including set-up, take-down, and clean-up.
- The responsible party should always have copies of the rental receipt during your rental.
- The responsible party must be 21 years of age or older to reserve the facility and must provide verification of age.
- Adult Chaperones are required for the following: Chaperones must be present through the duration of rental, set-up, take-down, and clean-up time included. Chaperones will count toward the total number of guests for pool-related rentals.
- One adult (21 years and over) per five (5) guests ages 6 through 17
- One adult (21 years and over) for everyone (1) guest ages 5 & under (1:1 ratio)
- Renter is responsible for cleaning and discarding all trash after their event. The renter is expected to bring trash bags & cleaning supplies.
- Rental fees are based on an hourly rate. Set-up, take-down & clean-up must be included in the requested reservation times. Access to the event location will not be granted for early arrivals (Exception: If the location is not in use, early access will be allowed with the understanding that

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appropriate rental fees will be deducted from the deposit).

- Failure to depart on time, per the time listed on the confirmation receipt, will result in forfeiture of the deposit based on the hourly rate.
- Rental fees include a maximum number of guests permitted during the reservation. This includes anyone in attendance (host, guests, infants, chaperones, etc.) whether swimming or not. Please be sure to include all attendees (siblings, family of visiting guests, etc.) when preparing a guestlist.
- All guests will be required to sign-in on the sheet provided at the check-desk when they arrive.
- Parents will need to sign-in infants and children.
- Safety is our #1 priority! Full deposit withheld if responsible party exceeds maximum guests.
- Security Deposit of \$100 is due at time of making reservation. In the event of a cancellation, only 50% of deposit will be refunded.
- All rental fees also are due at the time of making the reservation via Credit Card.
- Parties cancelled by the renter at least **48 hours in advance** by calling AURA AQUATICS at **(281) 214-8025** may be rescheduled with no additional fees or receive a full refund of the lifeguard fees.
- Parties that **ARE NOT** cancelled **24 hours in advanced** will **NOT** receive a refund.
- In the event of forecasted bad weather, AURA AQUATICS will attempt to contact the host 24 hours in advance. If there is no communication with the host, AURA AQUATICS will assume the party is still ongoing. (In the event of inclement weather, the lifeguards have the authority to end the party. AURA AQUATICS follows the American Red Cross thunder and lightning policy.)
- Non-weather-related pool closures: In the event of chemical issues, contamination incidents, or staffing problems the pool may be closed unexpectedly, without notice. If one of these situations occur during a reservation, refunds will typically be based on time affected & time remaining on the rental and will be handled on a case-by- case basis
- Deposit refunds for pool rentals are based on: A) condition of area(s) following the rental (damage and cleanliness), B) the observance of all rules and regulations, and C) adhering to rental times as listed on the rental agreement/receipt, D) guest overages. Damages exceeding the rental deposit will be charged to the responsible party. Compensation for damage includes the costs of all labor, materials, and supplies to repair or replace the damage to facility or grounds. Full deposit withheld for nonapproved guest overages.
- Responsible party will be held responsible for their guests regarding damage to facility, property, and behavior.
- 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 guests or if the actual number of guests is significantly larger than planned. Lifeguard fees and reservation fees will not be refunded if the party is cancelled for these reasons.
- Renter is responsible for complete and thorough clean-up which includes (but is not limited to) disposing of all garbage, removing all decorations, cleaning any picnic tables or other equipment used during rental and otherwise returning the area(s) rented and grounds to the condition they were in upon arrival. It is the renter's responsibility to take all trash, properly disposed of in proper receptacles.
- Briargrove reserves the right to increase fees of deposit or deny an application based on the applicant's past rental history such as, but not limited to, damaging property, nonpayment, not adhering to guest allowance policy, not adhering to rental times, and not following pool rules and regulations.
- Pool party rentals are required to provide their own trash bags and cleaning supplies.
- All City Ordinances, Federal and State laws, and general park rules apply. Alcohol, smoking, and gambling are strictly prohibited at Briargrove pool.

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- No glass containers of any kind may be used at the pool
- Briargrove reserves the right to shut down an event at any time for violations of the rental agreement/receipt. No refunds will be issued if an event is shut down due to such violations.
- Briargrove reserves the right to require applicants to provide public liability and/or property damage insurance and any other coverage to protect the property.
- The use of motorized vehicles on grassy areas is strictly prohibited. Parking may be limited and is only permitted in designated parking areas/spots only. In addition, all approved vendors, caterers, etc. must park on the street, load off manually and come through main entrance (no gate access). Parking spaces can't be blocked off.
- Any items you bring to the facility must be taken in and out through the front door of the facility.
- No decorations may be secured to the walls in any fashion: nails, staples, or tape prohibited. No decorations will be attached or hung from the ceiling or light fixtures at any building.
- Glass containers are not permitted in any of the facilities.
- D.J.'s, bands, and speakers must be pre-approved by the board. Electronic system(s) such as stereo, DVD, film projector, screen(s), etc. are NOT available. Any such equipment must be pre-approved and furnished by renter, at renter's own expense.
- The use of rice, confetti, birdseed, glitter, piñatas (or similar objects) water related activities and ground stakes to anchor equipment is not permitted.
- Petting zoos, pony rides, livestock, or any pets/animals are not allowed.
- The use of inflatable "moon walks" at the facility must be pre-approved and may require additional insurance.
- Rental use shall be limited to the purpose stated on the rental agreement. The facility may not be sub-leased, nor assign its reservation to another group or organization.
- Charging or accepting admission and/or concession fees during a rental/event are strictly prohibited. Fundraising is only permissible with prior approval.
- The lifeguards and pool staff are not responsible for cleaning up after you. They are on duty to keep the pool safe! Failure to clean could result in partial or complete loss of your deposit.
- Property furniture may not be taken outside of, or away from, the facilities where they are located for any reason. Responsible party will be liable for equipment and property missing because of their event.
- Briargrove is not responsible for lost items, damaged and/or misplaced personal property. Any items found or turned in, may be claimed by the applicants for up to one (1) week after the rental.
- Briargrove does not allow for the storage of any equipment, supplies, food/drink, etc. at any time, at any of the parks or facilities. This includes items that may need to be refrigerated. Please have an alternate plan in place, as staff will not be able to accommodate any storage needs whatsoever.
- Items must be removed from the premises at the conclusion of the event, per the end time on the rental agreement/receipt.
- Adhering to rental times is of utmost importance and will be strictly enforced. There may be rentals before/after you and preparation time is needed to allow for those reservations. If there is not a reservation before/after you, you may access the facility early and stay late, but only if the manager on duty that day approves, and associated fees are paid based on the hourly rate.
- Responsible party must abide by posted maximum capacities, which depends on the rental you choose.
- You and your guests are required to cooperate in observing and adhering to all pool and facility rules and obey the instructions of the pool staff. Pool rules are intended to benefit all users to assure a safe

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and enjoyable experience. Any customers or guests violating these rules may be subject to the renovation of the swimming privileges.

- AURA AQUATICS reserves the right to void this agreement and return the reservation fee and lifeguard fee in full in the event of pool equipment, pool lights, deck lights, facility, or staffing malfunction.
- AURA AQUATICS reserves the right to lower lifeguard to guest ratio for any reason prior to approving the pool party reservation.

I \_\_\_\_\_ agree to indemnify, hold harmless, and defend the directors, officers, and owners of the Homeowner Association and Texas Aquatic Enterprises 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.

I have read and understand the above agreement and shall abide by all the terms and conditions.

Renter (signature) \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_