

Rudgear Estates Homeowners Association

Pool Use Agreement

The Rudgear Estates Homeowners Association (“REHA”) operates a pool and related facilities (“Pool”). The undersigned (“User”) is not a REHA member but wishes to use the Pool this summer. REHA is willing to permit such use based on the following conditions as provided in this agreement (“Agreement”). As the context requires, the term “User” includes User’s minor children and family members residing at the address set forth below.

Fees

1. User Fee: User shall pay a one time User Fee of \$350.00. This fee shall be due upon signing of this Agreement. User shall be required to maintain evidence that it has paid the User Fee.
2. Annual Fee: User shall also pay an annual fee of \$500.00 which shall be due on or before May 1, 2009, and late after June 15, 2009.
3. Refund of the User Fee: The User Fee is non refundable if the Agreement is terminated by User. If REHA terminates the Agreement, it shall reimburse User 75% of the User Fee (if terminated in the within the first 12 months of this Agreement) or 25% of the User Fee (if terminated between 13 and 24 months of this Agreement). REHA shall have no obligation to reimburse any portion of the User Fee if the Agreement is terminated by REHA after the 24th month.
4. Refund of the Annual Fee: The Annual Fee is non-refundable.
5. Failure to Make Timely Payment: If User fails to make any timely payment required by this Agreement, the Agreement shall be void.

Rules and Directives

6. Pool Rules: User acknowledges receipt of written rules relating to the pool.
7. Rules and Directives: User agrees to strictly adhere to the rules, to any posted rules or signs in the Pool area (“Rules”) and to any directives made by any authorized REHA representative concerning use of the Pool or conduct in the Pool area or otherwise on REHA property. User’s failure to comply with any of the Rules or directives may result in immediate suspension of User’s right to use the pool and may result in the termination (without refund of any fees) of User’s right to use the Pool under this Agreement.

Safety, Liability and Indemnity for Claims

8. Ejection from Pool: If REHA or any authorized REHA representative determines that User has used the pool in a manner that unreasonably interferes with the ability of others to enjoy

the pool (either because of excessive horseplay, noise, rude or unsafe behavior or otherwise), User may be ejected from the pool for a time to be determined by REHA but at least for a period of 72 hours.

9. Supervision: An adult User is responsible for supervision of their children to the extent required by the Rules. User is responsible for determining whether they or their children need supervision and the level of that supervision. REHA is not responsible to determine whether or to what extent a User is capable of safely using the pool.

10. Release and Indemnification: To the fullest extent permitted by law, User shall indemnify, defend and hold harmless REHA and its agents, directors and officers, from any and all claim, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with use of the Pool or any other property owned by REHA. This duty to indemnify and defend shall extend to claims occurring after this Agreement expires or is terminated as well as while it is in force. The indemnity shall apply regardless of any active and/or passive negligent act or omission of REHA or their agents or employees.

11. Inspection: User has inspected the pool and is satisfied that it is adequately safe for its intended purpose and for use by User's children or those under User's supervision.

Keys and Guests

12. Keys: User shall be given one key and may purchase additional keys. No key may be used by any User or former User who's Agreement has been terminated or has expired. Use of the key shall only be used by User.

13. Guests: User may bring to the pool up to 2 guests. No guest may use the pool without User.

User Signature and Contact Information

User's Name: _____

Signature: _____

Name and Age of additional Users: _____

User's Address: _____

Home Phone: _____

Business Phone: _____

Cell Phone: _____

Email: _____