

Willow Brooke HOA Upper Deck Pool Rental Agreement

This Agreement is made and entered into this ____ day of _____, 20____, by and between Willow Brooke Homes Association (hereinafter referred to as “Willow Brooke”) and _____, (hereinafter referred to as “Customer”). Willow Brooke and Customer agree as follows:

PREMISES: Willow Brooke licenses to Customer the Swimming Pool UPPER DECK ONLY located at 1600 NE 95th Terrace, Kansas City, MO 64155 (hereinafter the “Premises”). Customer has examined the Premises and acknowledges and agrees that the Premises are satisfactory for all purposes, including the safety and security thereof for which Customer shall use the Premises.

Customer agrees to abide by posted rules for use of the Premises during the hours licensed for Customer’s use. _____ (Initial)

Customer acknowledges that the Pool IS OPEN to Willow Brooke Residents during their rental time. Customer has use of the UPPER DECK for their rental. _____(Initial)

1. **Rental Fee:** The rental fee for the period identified in Paragraph 2 is One Dollar (\$1.00), receipt of which is hereby acknowledged.
2. **Rental Date:** The term of the license provided by this Agreement shall be a _____ (____) hour time frame beginning at _____ o’clock __.m. on _____, and shall terminate at _____ o’clock __.m. on _____.

*****ALL PARTIES MUST BE CLEANED UP AND READY TO LEAVE AT CLOSING TIME** (A \$50 fee will be deducted from the Deposit if you stay over without making prior arrangements) _____ (Initial)

3. **Date Reservation Retainer:** Concurrently with the execution of this Agreement, Customer shall pay a REFUNDABLE DEPOSIT to Willow Brooke HOA in the amount of One Hundred and 00/100 Dollars (\$100.00). This shall be a binding agreement between Willow Brooke and Customer until event is complete. If Customer abides by all agreements made herein, the Deposit shall be refunded.
4. **Refund of Deposit.** If no damage to the Premises has occurred and the Premises are left in broom clean condition after Rental, the entire amount of the deposit shall be refunded to Customer. In the event the Premises are not left broom clean and/or have been damaged, Customer shall be liable for the full amount of the cleaning cost and repair expense incurred by Willow Brooke, including any

reasonable attorneys' fees and collection costs incurred in connection with the collection thereof and the Cleaning and Damage Deposit shall be applied thereto.

- Minimum Cleanup Fee of \$50 _____(Initial)

5. **Use of Premises and Compliance with Law:** Willow Brooke does not have any liability for Customer's property and said property is not in Willow Brooke's care, custody or control. Customer shall not bring on the Premises any flammable materials, drugs, firearms, explosives or other inherently dangerous materials. Customer shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable use thereof. _____ (Initial)
6. **Non-Liability of Willow Brooke and Insurance Obligations of Customer:** All persons and their personal property within or on the Premises as a result of Customer's occupancy shall be at Customer's sole risk. Willow Brooke shall not be liable to Customer's invitees, family, employees, agents or servants for any personal injuries or property damage, or loss from theft, vandalism, fire, smoke, water, hurricane, rain, tornado, explosion, act of God, or any other cause whatsoever. Customer hereby agrees to indemnify and hold harmless Willow Brooke from and against any and all claims, actions or causes of action for damages or loss to property or personal injury and costs arising from Customer's use of Premises. Notwithstanding that Willow Brooke shall not be liable for such occurrences, *Customer agrees to notify Willow Brooke immediately upon the occurrence of any injury or damage to the Premises or loss suffered by Customer or other persons in any of such circumstances. Damages to Willow Brooke's building or equipment caused by Customer shall be charged to Customer.* _____(Initial)
7. **Acts of God.** If any natural disaster should occur prior to Customer's event, including but not limited to fire, flood, windstorm, explosion or tornado, both parties have a right to cancel this Agreement, and all sums paid herein shall be refunded.
8. **No Warranties.** Willow Brooke hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the Premises, and Customer hereby acknowledges that Customer has inspected the Premises and hereby acknowledges and agrees that Willow Brooke does not represent or guarantee the safety or security of the Premises.
9. **General Rules and Regulations.** Customer shall abide by all Rules and Regulations of Willow Brooke relating to the use of the Premises. _____(Initial)

10. **Refusal of Service.** Willow Brooke may refuse service to anyone for any reason, including, but not limited to, refusal to those persons who are underage, intoxicated, or for any other reason deemed appropriate by Willow Brooke.

11. **Other Fees:**

- **Gas Grill Rental Fee of \$10-** Payable by check to Willow Brooke HOA
Yes, I wish to use the grill _____ No, I do not wish to use the grill _____

- **Additional Lifeguard:** \$25 hr/ 2hr min- Check payable to Willow Brooke HOA. Collected prior to party date. *If you will have over 20 people, an additional lifeguard will be required for the safety of all guests. Even though we have lifeguards, we are uncertain how many people may be at the pool at any given time. This is for the safety of all guests of the pool and Customers guests. After local public schools are in session, pool parties are only allowed in Saturdays and Sundays. Additionally we need as much time as possible to be able to hire an extra lifeguard if needed but less than one week notice and we may not be able to hire another lifeguard, if we are unable to hire another lifeguard the party will need to reduce the number of people attending or reschedule the date (if possible) or cancel the party.* _____ (Initial)
Yes- I need an additional lifeguard _____
NO, I do not need an additional lifeguard _____

12. **Entire Agreement.** This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. There are no other promises except as stated herein, and Customer agrees not to rely on any oral promises of Willow Brooke except if stated in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

_____CUSTOMER

WILLOW BROOKE HOMES ASSOCIATION

By: _____ Pool Director