



**THE WOODLANDS ASSOCIATION, INC.  
POST OFFICE BOX 888361  
DUNWOODY, GA 30356**

**CLUBHOUSE AND POOL FACILITIES RESERVATION AND USE AGREEMENT**

In consideration for The Woodlands Association, Inc. ("Association") allowing me the use of the Woodlands pool, clubhouse, facilities and furnishings ("Pool Facilities") on \_\_\_\_\_, 201\_\_\_\_, for a private party, the majority of the attendees of which will be non-residents of the Woodlands, I the undersigned, agree as follows:

1. I am reserving this time at the Pool Facilities for the purpose of \_\_\_\_\_ (the "Function") which will be attended by not more than \_\_\_\_\_ (\_\_\_\_) people.
2. I also anticipate that the swimming pool itself will be used by guests \_\_ (yes) \_\_\_\_ (no.)
3. The Function will be held between the hours of \_\_\_\_\_ and \_\_\_\_\_ on \_\_\_\_\_, 201\_\_\_\_. I understand that continued use of the Pool Facilities after the hours for which it has been reserved will constitute a breach of this Agreement.
4. In lieu of a deposit for use of the Pool Facilities, I agree to pay for cleaning costs and any damages resulting to the Pool Facilities, its contents, or any other portion of the Association property, as a direct result of my actions or any actions of persons present at, attending, or in any other way related to the Function. An authorized Association representative shall inspect the premises within forty-eight (48) hours after my event. In the event of the Association incurring any costs as a result of my/our use of the Pool Facilities, I agree to pay the Association the full cost of all repairs within ten (10) days of receipt of a written explanation of the damages and a bill from the Association for such repairs. I also agree that all costs, fees, cleaning and repair charges and any and all other expenses incurred by the Association as a result of the use of the Pool Facilities under this Agreement shall be considered an assessment and constitute a lien against my property and shall be fully collectible as provided for in the Association's Declaration and By-Laws.
5. I also agree to the requirements of the Association regarding the parking of vehicles on the streets within the Woodlands, which limits parking to the easterly (pool) side of Dunwoody Club Way only. I also understand that it is my responsibility to insure that guests follow these instructions.

In addition, I agree to the rules for the use of the pool and clubhouse, attached, as well as the following:

- a) No directional or other signs will be placed within the Woodlands or outside the pool/clubhouse area,
- b) No sign or other indication may be placed on or adjacent to the pool gate, which would indicate that the pool area is closed to others,
- c) There will be no live music/band or music otherwise played at a high volume,

- d) There will be no excessive noise or any activity which will interfere with nearby residents' peaceful enjoyment of their property,
- e) All trash accumulated during the party must be placed in the trash receptacle at the pool (or other appropriate receptacle), and removed from the property after the party,
- f) All furniture will be returned to its pre-event position,
- g) The pool area must be cleaned and vacated no later than 10 pm
- h) The pool gate will be locked upon leaving, and
- i) Swim at own risk- no lifeguard on duty.

6. I assume all responsibility, risks, liabilities, and hazards incidental to the activities applied for (including, but not limited to the serving of alcoholic beverages, as well as the risks to participants using the pool with no lifeguard present), and hereby release and forever discharge the Association, its officers, directors, employees, agents, and members, present, past, and future, from any and all claims, costs, causes of action, and liability for personal injury or death and damage to or destruction of property arising from my use of the Pool Facilities, the Pool Area and its appurtenances, as well as the area surrounding the pool including the streets of the Woodlands. I hereby agree that, if alcoholic beverages are served at the Function, then alcoholic beverages shall: (1) not be sold at the Function, (2) not be served or allowed to be provided to minors at the Function, and (3) shall only be provided to or served to adults in a responsible manner.

7. I agree to indemnify and hold harmless the Association, its officers, directors, employees, agents, and members, present, past, and future, from any and all charges, claims, costs, causes of action, damages and liabilities (including but not limited to attorneys fees) for any and all injuries, to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees, any member of the Association or any other person which arise from or are in any way related to the above Function, activity, or use of the Pool Facilities and surrounding area.

8. I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to the Function and agree to be personally responsible for causing all such persons to comply with the Association's Declaration, By-Laws, and Rules and Regulations. I acknowledge that violation of any provision of the Association's Rules and Regulations, Declaration or Bylaws by any person present at, attending, or in any other way related to the Function, may in the sole discretion of the Association's Board of Directors, constitute a breach of this agreement.

9. I understand that I am being granted non-exclusive use of the Pool Facilities for the time period described above, subject to the right herein reserved by the Association to enter the facilities and terminate my use thereof should the conduct of any person using the facilities endanger the health, safety, or well-being of any person or constitute a threat to any property.

10. I am at least twenty-one (21) years of age, have no unpaid fees due to the Association, and will be in attendance at the Function at all times during the Function. I hereby agree and represent that the Pool Facilities will be used for lawful purposes only and that if any conduct at the Function I am sponsoring violates federal, state or local laws or ordinances, my rights to use the Pool Facilities under this Agreement shall terminate and the Association shall have the right to take possession of the Pool Facilities and instruct my guests to leave the property.

11. I understand that any breach of this agreement may result in my being denied any future use of the pool facilities for functions where a majority of attendees are non-residents.

12. I agree to be bound by the Woodlands Rules and Regulations for the Swimming Pool and Clubhouse Facilities ("Rules") and to clean the facilities after use as required by the Rules. I acknowledge that I have received a copy of the pertinent Rules attached hereto and incorporated herein.

13. I understand that my reservation of the Pool Facilities on the aforementioned date will not be confirmed nor will this Agreement be binding until such time as this Agreement has been executed by the Association.

14. I have carefully read and understand this Reservation and Use Agreement and agree to be bound by its terms.

**OWNER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Name, Please Print)

\_\_\_\_\_  
Address

**ASSOCIATION: THE WOODLANDS ASSOCIATION, INC.**

By:

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

**RULES AND REGULATIONS  
FOR THE  
SWIMMING POOL AND CLUBHOUSE FACILITIES  
(in part)**

*Use for Private Functions*

The swimming pool and clubhouse facilities may be used by a resident member or tenant for private parties or functions but may not be so used to the exclusion of other resident members or tenants during the time of the private party or function. The Association is to be advised in advance of the date and times of any such function and the number of guests expected to attend. It is the responsibility of the resident member or tenant to thoroughly clean the pool and clubhouse area immediately following each use. Failure to do so will result in the Association charging the lot owner or tenant for any expense incurred in cleaning the facilities.

*Hours of Operation*

The facilities will be open each day from 8:00 am until 10:00 pm.

*Swimmers' Risk*

There will be no lifeguard provided at the swimming pool by the Association. Therefore, use of the swimming pool will be at the sole risk of the swimmer.

*Access to Equipment Room*

Access to the equipment room will be restricted to persons who are specifically authorized by the Board of Directors.

*Pool and Clubhouse Phone*

For safety reasons, a working telephone is required in the pool area by DeKalb County. The primary purpose of the phone is the use of "911" emergency number.

*General Rules and Regulations*

- (a) Any swimming or pool use is at your own risk; no lifeguard is on duty
- (b) Guests and non-resident family members are to be accompanied by a resident member or tenant. An adult member or tenant must accompany members or tenants under fourteen (14) years of age.
- (c) No person who is incontinent or not toilet trained may use the pool; diapers and "swim diapers" are prohibited.
- (d) No glass or other breakable objects are permitted in the pool and clubhouse area. Eating food or drinking while in the pool is not permitted
- (e) The No Diving areas around the pool must be observed. No running or gymnastics are permitted on the pool deck.
- (f) All audio and video devices are permitted only when used with private earphones. All noise must be kept at a low level.
- (g) No pets, bicycles, tricycles, skateboards, skates, metal toys, wagons or other toys or game items other than pool toys are permitted in the pool and clubhouse area
- (h) Trash and other debris are to be deposited in the receptacle provided.
- (i) The gate is to be locked at all times except to effect ingress and egress.
- (j) Lights and fans, including rest room lights and fans, are to be turned off by the last person leaving the pool and clubhouse.
- (k) If sun tan lotions are used, the furniture must be completely covered with towels or other covering to prevent contact with any part of the furniture.