

POOL RENTAL INSTRUCTIONS

1. A homeowner's pool rental is from **9:00 to 11:00 am or 8:00 to 10:00 pm.**
 - The homeowner should arrive at the pool 15 minutes prior to the rental time to check in with the lifeguard/attendant.
 - The homeowner must remain at the party the entire time.
2. Guests may not arrive/enter the pool area early. Guests must wait until the rental time to enter the pool area. The homeowner and guests must both be ready to leave promptly at the end of rental time.
3. The homeowner may not start setting up for their party until 15 minutes prior to the rental time and must not be disruptive to other guests.
4. Please read through and familiarize yourself with Winterset's General Pool Rental Rules and Winterset's Pool Rental Rules before arriving at your party. It is the homeowner's responsibility to ensure guests are aware of and follow Winterset's rules.
 - The homeowner and their guests are required to follow all Winterset Pool Rules and any additional rules laid out in this contract. Failure to follow the rules could result in immediate closing of the pool and cancellation of the party; forfeiture of the rental deposit; loss of pool privileges and/or any other action as decided by the pool committee.
5. The homeowner should bring trash bags from home, as they are responsible for picking up all of their trash, and belongings from the pool area and depositing it in the trash receptacles outside the pool area. The homeowner is also responsible for wiping down the tables and returning any furniture that was moved during the party to its original position.
6. The lifeguard/attendant assigned to the party will lock the gates and doors; turn off the lights and any water features.
7. One adult supervisor is required for every 5 children under the age of 18.
8. The total capacity of the pool and pool deck are:
 - Family Garden Pool - 95
 - Valley and Community Center Pool - 45
9. No glass is allowed at the pool.
10. Diving is strictly prohibited at all of the pools.
11. When using the pool slides, swimmers must go down feet first. Do not go head first.
12. The homeowner is responsible for any and all damages to the property.
13. Cancellation policy...
 - Cancellations made by NOON the day before the rental (by contacting the community center coordinators at 524-4119), will receive a 100% refund of the rental fee and 100% refund of the deposit.
 - Cancellations made by 2:45 pm the day before the rental (by contacting the community center coordinators at 524-4119), will cause the renter to incur a \$50 cancellation fee. The renter will receive 100% refund of the deposit
 - **WEEKEND RENTALS:** For any cancellations that cannot be handled by the Friday before the rental, a phone message needs to be left on the office phone (524-4119). A phone call also needs to be made to Kathy Beaven of Aquaticare (853-7446) so she can cancel the lifeguard.
 - Cancellations made the day of the party will cause the renter to incur a \$75 cancellation fee. The renter will receive a 100% refund of the deposit.
 - Weather related cancellations would receive a 100% refund of rental and deposit fee or a "reschedule day" due to the fact the pools will be closed down preventing usage. You will need to contact the office 524-4119 on the day of the party to let them know due to the weather conditions you will not be having your private pool rental as scheduled.
 - **If you decide you do not want to hold your event because of weather conditions, yet the pools are still open: You will need to contact Kathy Beaven with Aquaticare at 816-853-7446 so she will cancel the lifeguard. You will also need to leave a message for the office at 524-4119 on the day of the party and let them know due to weather conditions you will not be having your private pool rental as scheduled.**

EMERGENCY PHONE CONTACT:

In case of an Emergency CALL 911

Winterset Office Phone: 524-4119 (Monday 1:00-5:00pm & Tuesday through Friday 10:00-3:00pm).

Chuck Wainscott (Property Manager): 816-589-9120

**WINTERSET COMMUNITY ASSOCIATION
2018 Resident Private Pool Party Rental**

Email/Mail or deliver to:

Kris Timmons

Community Center Building @ 2505 SW Wintercreek Dr.

Email: Winterset5@Winterset5.com (816)524-4119

Winterset pools are not placed in a "hold for rental or reserved" status. All pool rentals will be handled on a "first come, first served basis". Once the office receives the completed contract, the rental fee for \$125.00 and refundable deposit fee for \$200.00 for the date requested, your private pool party will be recorded. Dates will not otherwise be held.

Include: Two separate checks - made out to WCA

Rental Fee: \$125.00 (Includes lifeguard attendant fee)

Re-fundable Deposit Fee: \$200.00

Name of Resident/Homeowner: _____

Lot number: _____

Address: _____

Phone: _____

Email Address: _____

Date of Rental: _____

Time of Rental: (circle one) 9 am-11am or 8 pm-10pm

Designate which pool: (circle one) Valley, Community Center or Family Garden

Signature of Responsible Party: I have read the attached conditions of the pool rental agreement and understand that I am responsible for the actions of my party.

I also understand that the return of my deposit is contingent on the state of the pool/pool area immediately following this rental and that no violations of pool rules or policies have occurred.

X _____
Resident Signature date

FOR OFFICE USE ONLY:

Check here after verifying Homeowner's account is current on payments

DEPOSIT PAID
DATE: _____

RENTAL FEE PAID
DATE: _____

DEPOSIT SHREDDDED
DATE: _____

CHECK: _____

CHECK: _____

CHECK: _____

AMT: _____

AMT: _____

AMT: _____

THIS CONTRACT (Contract”) is entered into for the ____ day of _____, 20____ by and between Winterset Community Association, Inc. ("WCA") and _____, a WCA homeowner ("Member"), whose lot # is _____, and whose address is _____.

WITNESSETH: That WPCA, as owner of the Winterset Community Association Pools (**check one**)

_____ Winterset Family Garden Pool, 555 SW Trailpark Drive

_____ Winterset Community Center Pool, 2505 SW Winter creek Drive

_____ Winterset Valley Recreation Area Pool, 2890 SW Lewis Drive

("Premises"), hereby agrees to allow the member, who is in good standing, use of the Premises for the purpose and designated time as stated in this rental agreement. The Member agrees to abide by and adopt as part of this agreement the Rules & Regulations noted below.

POOL RULES AND REGULATIONS

A. ELIGIBILITY:

1. The Winterset Community Pools are available to the Members of the Winterset Community in good standing (assessments current) for private, personal and social events. The Board of Directors reserves the right to terminate any agreement and cause forfeiture of any deposit for any event, which in their opinion violates this rule.

B. REGISTRATION AND FEES:

1. Registration for the use of the Winterset Community Pools or any portion thereof must be made in advance. Any reservation must be made through an agent for Winterset Community Association at the Community Center building.
2. A pool will not be considered reserved for a rental by a resident until a signed contract, a rental check and deposit check have been received and executed through the Community Center Office. To ensure a pool rental, residents should execute a completed contract on a pool upon immediate receipt of the contract.
3. The pools are able to be reserved from **9:00 am until 11:00 am or 8:00 pm until 10:00 pm** for the fee of One Hundred Twenty Five Dollars and no/100 (\$125.00), which includes rental and a mandatory lifeguard. An additional refundable deposit check for Two Hundred Dollars and no/100 (\$200.00) will also be collected and then returned (at the sole discretion of the Pool Committee) if the conditions of this agreement are satisfied. The checks should be made out to **WINTERSET COMMUNITY ASSOCIATION** or **WCA**. The signed contract and the checks should be given to an agent for Winterset Community Association at the Community Center building.
4. WCA reserves the right to impose fees and/or penalties at the discretion of the pool committee if any of the rules or regulations outlined in this contract are broken or not followed.

GENERAL RULES

1. The property owner(s) renting the pool shall agree and follow all current pool rules. Any violation of pool rules could lead to penalties, fines, forfeiture of deposit, or loss of pool privileges as decided by the WCA Pool Committee.
2. **NOTE: YOU ARE SWIMMING AT YOUR OWN RISK AND ARE RESPONSIBLE FOR YOUR PARTY AND GUESTS.**
3. The lifeguard has the authority to limit entrance to guests or “close down” the pool and cancel your rental at any time they feel it is unsafe for guests. Including, but not restricted to any inappropriate behavior, unruliness or excessive crowd size, etc. Following such a case the deposit will not be refunded and additional action may be taken by the pool committee.
4. Diving is not allowed at any of the pools and swimmers may not go down the slide headfirst. Please do not allow any members of your party to do so. If found, a violation can result in a fine or suspension of swimming privileges and/or forfeiture of deposit.
5. If you have food, please make sure that you pick up all scraps, cans, wrappers, etc. and deposit in the dumpster in the parking lot at the Family Garden Pool and Community Center Pool. At the Valley pool deposit it in the container inside the fenced in pool area. It would be helpful for you to bring your own trash bags to make cleanup and disposal easier.
6. **The resident renting the pool must be present for the entire rental and arrive 15 minutes prior to their rental.** You are responsible for cleaning up after your party. The lifeguard/pool attendant is responsible for turning on the pool lights and deck lights for you.
7. Rental of the Winterset Community Association pool includes the use of the pool only. The use of playground and tennis courts is reserved for Winterset residents. The Winterset Community Center can be rented under a separate rental agreement.
8. The Member renting the pool agrees to be responsible for, and acknowledges full responsibility for, any and all legal liability resulting from the disbursement of alcoholic beverages or liquor at any function at the Winterset Community Association pool. The Member acknowledges that the Winterset Community Association prohibits the sale of alcoholic beverages and has no license to permit sale or distribution of it to the public on the premises and further has no insurance coverage for such activity. The Member renting the pool agrees to indemnify and hold harmless the Winterset Community Association from any liability resulting from the use or disbursement of liquor at the pool.
9. The member agrees that for any activity where minor children under 18 years old are involved, one (1) adult supervisor will be present at all times for every five (5) minors present. Any occurrence of **dangerous or illegal activity involving minors will not be tolerated and could result in immediate cancellation of the rental, additional penalties or fines decided by the WCA Pool Committee or forfeiture of deposit and/or suspension of member's pool privileges.**
10. The Winterset Community Association Community pools have a **maximum occupancy limit of 45 people at the Valley and Community Center, while the Family Garden is 95.** The member agrees to observe this requirement. Violation of this capacity could result in **immediate cancellation of the rental, additional penalties or fines decided by the WCA Pool Committee and/or forfeiture of deposit and/or suspension of member's pool privileges.**
11. The member is responsible for the cost of repairing any and all damage to the pool, furnishings, or other property or the replacement thereof, which occurs during the rental period.
12. The reasonable cost of repair or replacement damages from rental may be deducted from the deposit to restore the property to its original condition. Damages in excess of the deposit will be billed to the Winterset Community Association Member. Unpaid damages will be subject to a lien against the Member's house and membership privileges shall be suspended until such time the damages and other associated fees (i.e., lien filing fees, attorney fees, etc.) are paid in full.

13. WCA and Member agree and acknowledge that in the event the Winterset pool becomes unavailable for rental due to unforeseen causes, including natural disaster, fire, flooding, loss of power, inclement weather or other act of God beyond the control of the parties, WCA shall not be liable to Member or other third party for any damages or interruption of services due to the inability of WCA to provide the pool to Member upon the agreed upon date. WCA shall take all reasonable steps to restore the pool or make the pool available, but the parties acknowledge there can be no guarantee implied or expressed as to suitability of the pool on the date requested due to causes or intervening circumstances beyond the control of the parties.

14. Cancellation policy:

- Cancellations made by NOON the day before the rental (by contacting the community center coordinators at 524-4119), will receive a 100% refund of the rental fee and 100% refund of the deposit.
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15. **If you decide you do not want to hold your event because of weather conditions, yet the pools are still open: You will need to contact Kathy Beaven with Aquaticare at 816-853-7446 so she will cancel the lifeguard. You will also need to leave a message for the office at 524-4119 on the day of the party and let them know due to weather conditions you will not be having your private pool rental as scheduled.** Member accepts sole responsibility for adherence to all provisions herein and for all rules for use of the Winterset Community Association Pools and Premises herein and for all rules of the Winterset Community Association. Member agrees to hold the Winterset Community Association harmless for Member's acts or omissions, and the acts or omissions of Member's agent, invitee or assigns, which might or do result in property damages or personal injury to others. In the event of breach of any of the provisions in the Contract, this Contract may be canceled and any prepaid fees and deposit will be forfeited to the Winterset Community Association. Further, in the event of any breach of the provisions of this Contract by Member requiring action by WCA or law or in equity to enforce same, Member agrees to be responsible for Winterset Community Association attorney fees and court costs.

The undersigned have set their hands on the _____ day of _____, 20_____.

Member

Agent for Winterset Community Association