



Texas Aquatic Enterprises Pool Party Agreement

Resident Name: _____

Pool Address: _____ City/Zip code: _____

Phone Number: _____ Email: _____

Date of Party: _____ Number of Guests: _____

Start time: _____ End Time: _____

The pool shall be reserved during the stated time and date for the use of the person names above and their guests. Prior to the pool party being confirmed Texas Aquatic Enterprises will verify with the community management company and/ or Homeowner Association that the renter is in good standing with the Homeowners Association. A "guest" is defined as any person associated with the pool party within the confines (gated area) of the pool facility. All those using the pool facilities, during the time covered by this agreement, shall abide by all pool rules (i.e. Child Safety Policy).

1. Renter must arrange for Lifeguards with Texas Aquatic Enterprises at least **10-15 business days** before the party. The cost of the Lifeguard(s) is \$35.00 per hour, per Lifeguard, plus a \$50.00 non-refundable admin fee. *Please note that you will be charged \$15.00 per Lifeguard for an additional 30 minutes. The guards arrive 15 minutes early to set up and stay for a minimum for 15 minutes after to clean up and ensure everyone leaves the facility safely. **All party preparations, set up and clean up must be done within the reserved hours.**

2. Renters must remove all trash from the premises at conclusion of the party.

3. Parties canceled by the renter at least 24 hours in advance, by calling Texas Aquatic Enterprises at (713) 416-5161, may be rescheduled at no additional charge or receive a full refund of the lifeguard fees.

4. No alcoholic beverages or glass containers of any kind may be brought into the pool facility.

5. Lifeguards have the authority to remove any guests and/or cancel the party immediately if there is unruly, uncooperative, or dangerous behavior among participants. If the actual number of guests exceeds the agreed upon guest count, lifeguard and admin fees will not be refunded in the event of a cancellation for these reasons.

6. I agree to indemnify, hold harmless, and defend the directors, officers, and owners of the Homeowners Association, Texas Aquatic Enterprises, and its employees from any liability, claims, demands, suits, or obligations resulting from negligence, vandalism, fire, smoke, theft, or any actions or inactions caused by myself and/or my invited guests. This includes any and all losses, damages, or injuries,

whether to persons or property, that may arise in any way from the use of the facility.

7. Texas Aquatic Enterprises reserves the right to void this agreement and return the reservation fee and Lifeguard fee in full in the event of pool equipment including in pool lights and deck light malfunction, facility, or staffing failure.

8. Texas Aquatic Enterprises reserves the right to lower Lifeguard to guest ratio for any reason prior to approving the pool part reservation.

9. ("Mix-In Pool Parties" - A party scheduled during normal pool operation hours) Mix-In Pool Parties are **NOT** private. The pool will still be open to the residents/members to use. Parties shall be staffed to maintain a guard to guest ratio of 1 to 20. Below is the correct ratio for Lifeguard to guest for a Mix-In Pool Party:

1-20 Guests = 1 Lifeguard 21-40 Guests = 2 Lifeguards

41-60 Guests = 3 Lifeguards 61-80 Guests = 4 Lifeguards

10. ("Private Party" - A party scheduled outside normal pool operating hours) Private parties must always have a minimum of two (2) Lifeguards on duty, select facilities may require more than the minimum of two Lifeguards. Parties must end by 11:00pm. Below are the correct ratio for a Lifeguard to guest for Private Party:

1-40 Guests = 2 Lifeguards 41-60 Guests = 3 Lifeguards

61-80 Guests = 4 Lifeguards

11. If actual number of guests exceeds the planned number of guests additional Lifeguard(s) will be called in to work the party. The renter will be subjected to pay additional Lifeguard fees at 1.5 times the regular rate.

I have read and understand the above agreement and shall abide by all rules. Please scan & email to
Parties@TAEpools.com

Resident Signature: _____ Date: _____

Resident Printed Name: _____ Date: _____