

**STONEGATE VILLAGE METROPLITAN DISTRICT
POOL RESERVATION AGREEMENT**

This Agreement, made this ____ day of _____, 20____, by and between **Stonegate Village Metropolitan District** hereinafter referred to as "District" and _____ hereinafter referred to as "Reserving Party," to reserve the District pool under the following terms and conditions:

1. The Reserving Party requests the use of the pool on the ____ day of _____, 20____, from the hours of _____ to _____. Parties must end by 10:00 P.M Monday-Thursday and 11:00 P.M Friday-Sunday.
2. The Reserving Party must be a Stonegate Village resident or receive prior approval of the District's Board of Directors.
3. The Reserving Party agrees to assume liability for any damage done to District property by Reserving Party and/or guests. A \$100.00 damager deposit will be posted by the Reserving Party. The damage deposit will be returned promptly by M. P. M. Recreation upon inspection of the pool premises by the Pool Manager. **The damage deposit in the amount of \$100.00 made payable to Stonegate Village Metropolitan District must accompany this Agreement.** If the damages to District property exceeds \$100, the Reserving Party agrees to promptly pay the District the amount necessary to repair the damage. A damage deposit is only required for reservations made outside the pool's hours of operation. **Additionally, Reserving Party, its heirs, successors and assigns, agrees to and will defend, indemnify and hold harmless the District, District's directors, agents, contractors, successors, and assigns from any and all loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and reasonable attorney's fees, caused by, resulting from, or in any way arising out of any actions or inactions of the Reserving Party and its guests under this Agreement.**
4. The Reserving Party agrees to hire approved M. P. M. Recreation lifeguards at the hourly rate of \$25.00 per lifeguard. One (1) lifeguard is required for each 25 guests, with a minimum of two (2) lifeguards for any event. All guests, *swimming and non-swimming*, inside the fenced area will be included when determining the number of lifeguards required. **Payment for lifeguards made payable to M. P. M. Recreation must accompany this Agreement.** Lifeguards are not to be paid directly by the Reserving Party. Should the Reserving Party request to begin their event prior to normal closing hours, arrangements must be made with the Pool Manager. Parties of more than 6 persons held during pool hours may be subject to this same charge. The Reserving Party must use their guest passes for non-residents.
5. Only paper or plastic containers may be used to serve food and beverages. No glass containers of any kind are allowed in the pool area.
6. The Reserving Party is responsible for leaving the pool area and surrounding neighborhood in a clean and orderly condition. The Reserving Party and guests must have the pool area cleaned and vacated by the designated ending time as indicated within this Agreement.
7. Radios, stereos and other forms of amplified music are specifically prohibited without prior approval by the Pool Manager. Noise levels will be monitored by the lifeguards.
8. The Reserving Party must cancel by 12:00 p.m. the day of the event to receive the deposit refund.
9. The Reserving Party agrees to abide by all Pool Rules and Regulations adopted by the District's Board of Directors. The lifeguards have the authority to monitor and enforce all Rules and Regulations. Failure of the Reserving Party and/or guests to obey the lifeguards may result in the forfeiture of the damage deposit, early termination of the event, and/or the proper authorities being notified. The Reserving Party shall be responsible for obtaining all required permits or licenses required for its event, including, but not limited to an alcohol license, if alcohol is to be served.

10. The Reserving Party is permitted to bring personal barbecues, tables, etc. and is responsible for removal of such items by the end of the event. Stonegate Village Metropolitan District is not responsible for damage or theft of such items.

Agreed to this ____ day of _____, 20____.

Reserving Party Signature