

Saratoga Woods HOA
Pool After-Hours Rental Agreement

- Saratoga Woods HOA assumes no responsibility for the personal property of any pool Renter or their guest.
- The Renter must sign the agreement and the check must be in the Renter's name.
- The Renter is responsible for the conduct, dress and charges of their guests.
- The Renter is responsible for any damage caused during the agreed time period.
It is recommended that the Renter inspect the property and document a list of existing conditions and submit it to the Saratoga Woods HOA Board before the rental date.
- The Renter is responsible for ensuring that **NO GLASS CONTAINERS** are used in the pool and pool deck area.
- The Renter is responsible for cleaning up after the event and disposing of all trash in available trash bins, located outside fenced area by clubhouse garage.
- **Pool parties must be scheduled and paid for at least 2 weeks in advance.**

The fees listed below are required at the time of the application. Please submit two checks, one for the pool rental per hour and a separate check for the refundable deposit. **Checks must be made payable to Saratoga Woods HOA to initiate the agreement** (no checks made to Mulloy Properties will be accepted). Deposit will be shredded if no damage found after inspection.

Please enclose both checks with Agreement and Wavier. Place in the black mailbox next to the front door of the clubhouse (not the mailbox on the street in front of the clubhouse). **DO NOT MAIL.**

Email to clubhouse@saratogawoodshoa.com once agreement and checks are left in box. (All rentals are on a first come first booked basis so please do not forget to email).

YOU MUST GO TO THE POOL MANAGEMENT COMPANY WEBSITE TO SCHEDULE THE GUARDS FOR YOUR PARTY.

<https://www.kentuckiana-pmg.com/pool-parties>

YOU MUST ALSO PAY THEM ONLINE WITH A CREDIT CARD. (ALL INSTRUCTIONS ARE ON THEIR WEBSITE.)

Rental Fees Itemization:

Deposit	\$500.00 (refundable)
Pool Rental	\$100.00 per hour
Lifeguards	\$ 25.00 per hour per guard

Lifeguard requirements:

# of Guests	Lifeguards Required
1 – 25	1 lifeguard
26 –50	2 lifeguards
51 – 75	3 lifeguards
76-100	4 lifeguards

Hours: Private pool parties will begin at 9pm and end by 11:30pm.

- One additional lifeguard is required for any teenage party, college party, or for any party involving alcoholic beverages.
- One adult (over 21) chaperone is required for each group of ten (10) people at a teenage or college-age party.
- One adult (over 21) chaperone is required for each group of six (6) children under-18 party.
- If you choose to bring a grill, the grill must be placed outside the fenced in pool deck area.
- *NO GLASS CONTAINERS allowed in Pool or Deck area.*
- **KEEP IN MIND- THIS IS A NEIGHBORHOOD AND EXCESSIVE NOISE CAN BE VERY DISTURBING TO RESIDENTS.**

Any questions contact: Saratoga Woods HOA – saratogawoodshoa@gmail.com

**TERMS AND CONDITIONS OF
POOL AFTER-HOURS RENTAL AGREEMENT**

I, _____, agree to rent the Saratoga Woods HOA Pool after regular operating hours under the following conditions, and upon completion of this application form and submitting payment.

Event Date: _____ (*2 week notice is required*)

Event Start Time: _____ Ending Time: _____ (9pm-11:30pm is max)

Pool Renter Name (Printed): _____

Pool Renter Address (Printed): _____

Pool Renter Home Phone: (____) _____ Pool Renter Cell Phone: (____) _____

Anticipated # of Guests: _____ Lifeguards required (based upon Pg. 1 info): _____

Check #: _____ Amount for Total Pool rental per hour: _____

Check #: _____ Amount of Deposit: (\$500) _____

RENTAL AGREEMENT WAIVER

Renting the Saratoga Woods HOA Pool does not confer any ownership of the property or assets. The Renter and their guests shall save and hold harmless Saratoga Woods HOA Board from all liability; claims and damage on account of personal injuries (including, without limitations to the foregoing workmen's compensation and death claim) or property loss or damage of any kind whatsoever, which may arise out of or be in any manner connected with the performance of the contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence of the Renter or their guests or of the above named; or by any of their agents or representatives.

Pool Renters Signature: _____ **Date:** _____

COVID-19 Agreement Waiver

In consideration for receiving permission to be on the common area premises at SARATOGA WOODS COMMUNITY ASSOCIATION, INC., defined herein, including, but not limited to the use of the pool and other clubhouse premises (hereinafter the "Activity or Activities"), I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC and state guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.

2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities on the above described premises. While on the premises, I agree to strictly adhere to any restrictions contained on any posted signs or bulletins, and the following specific requirements in an attempt to avoid contact with COVID-19, or to prevent the spread of same, as follows:

A. TO ADHERE TO PROPER SOCIAL DISTANCING OF SIX (6) FEET FROM ANY OTHER INDIVIDUALS WHILE ON THE ABOVE DESCRIBED PREMISES.

B. TO WIPE DOWN, WITH PROPER DISINFECTANT, ANY CLUBHOUSE AND POOL AREA AMENITIES AFTER ANY DIRECT CONTACT WITH SAME.

C. TO WEAR A MASK WHILE ON THE ABOVE DESCRIBED PREMISES, EXCEPT WHILE IN THE POOL.

D. TO LIMIT OCCUPANCY IN THE DEFINED PREMISES TO ANY STATED MAXIMUMS AS MAY BE POSTED BY THE ASSOCIATION.

3. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity contract) Saratoga Woods Community Association, Inc., its lot owners, officers, directors, agents, employees, pool and other Association management, insurers, attorneys and/or their assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result from my being on the premises and participating in the Activities.

4. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.

5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any of my heirs, assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Kentucky. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.

Renters Signature: _____ **Date:** _____

Internal Use Only: Date Email received about Agreement/Checks in mailbox: _____

To Be Handled by NS _____ BB _____ Date on Reservation Calendar: _____

Date Contract/Checks Sent to Mulloy for Processing: _____

Date Mulloy Rec. /Fees Check Given to Accounting to Deposit: _____

Date Deposit Check Shredded: _____