



Aquatic Facility Rental Agreement

THE FOLLOWING RULES APPLY TO ALL RESIDENTS

ELIGIBILITY

Initial Here

To reserve an Aquatic Facility—hereafter referred to as the “Premises”—in Bridgeland, “Applicant” must be a Bridgeland resident who is in good standing with Bridgeland Council, Inc., hereafter referred to as the “Association”. NOTE: All assessments owed must be current, including but not limited to interest, fees, and/or other charges, and the Applicant must be in compliance with all governing documents of Bridgeland.

Applicant signing this Facility Rental Agreement (“Agreement”) must handle all rental-related transactions, inquiries, and changes.

Applicant must provide the name and contact information for at least one (1) alternate point of contact for this reservation.

Applicant is required to be present through the duration of the rental, to include the pre and post walkthrough, and the event itself.

Applicant must provide proof of **current** homeowner’s insurance coinciding with the Applicant’s property address within this Agreement before the reservation can be approved.

RESERVATION PROCEDURES

Initial Here

Any Bridgeland Aquatic Facility may be utilized by residents for the purpose of hosting a private function (e.g., party) for an additional fee as defined herein. All private functions will be subject to the applicable fees for use of the selected Premises, including but not limited to lifeguard and/or administrative fees. All Rental Fees are subject to change at the Association’s sole discretion and without notice.

The Premises must be reserved no less than three (3) weeks in advance of the requested reservation date. Reservations are made on a first come, first served basis.

For OPEN-HOURS reservations ONLY: The Rental Fee(s) and refundable Security Deposit, in the form of two (2) separate checks made payable to Bridgeland Council, Inc. are required with submission of this Agreement. **No dates will be held without all required documents and payments being submitted to the Association.** Checks must be in the Applicant’s name. The Security Deposit check must be dated for the month of the reservation.

For AFTER-HOURS reservations ONLY: The Rental Fee(s) and refundable Security Deposit must be paid directly to the current pool management company under contract for the Association via their accepted payment methods, to be determined at the time of booking. If submitting the required Security Deposit in the form of a check, the check must be made payable to Bridgeland Council, Inc and dated for the month of the reservation.

The Premises cannot be reserved for consecutive functions (e.g., recurring rentals). The intent of reserving the Premises is for a one-time-use function (e.g., birthday parties, showers, celebrations).

AFTER-HOURS AQUATIC FACILITY RENTALS

Initial Here

Lakeland Aquatic Center – 16902 Bridgeland Landing Dr

Area	Rate	Hours	Rental Time	Baseline # of Guests
Entire Pool Area	\$200/hr.	Subject to Pool Schedule	2 Hours	175 Guests

Lifeguards: Reservations outside of normal pool operating hours require a minimum of seven (7) lifeguards. This is the minimum number of lifeguards necessary for the safe operation of the pool facility regardless of the number of swimmers. The maximum number of guests permitted for use of the entire facility with seven lifeguards shall not exceed one hundred and seventy-five (175) guests.

Dragonfly Park Aquatic Center – 18900 Copper Breaks Crossing

Area	Rate	Hours	Rental Time	Baseline # of Guests
Entire Pool Area	\$175/hr.	Subject to Pool Schedule	2 Hours	150 Guests

Lifeguards: Reservations outside of normal pool operating hours require a minimum of six (6) lifeguards. This is the minimum number of lifeguards necessary for the safe operation of the pool facility regardless of the number of swimmers. The maximum number of guests permitted for use of the entire facility with six lifeguards shall not exceed one hundred and fifty (150) guests.

All after-hours reservations are subject to a two hundred (\$200) dollar Security Deposit if not serving alcohol and a three hundred (\$300) dollar Security Deposit if serving alcohol. **A non-refundable administrative fee will be charged for each transaction.**

OPEN-HOURS AQUATIC FACILITY RENTALS

Initial Here

Lakeland Aquatic Center – 16902 Bridgeland Landing Dr

Area	Rate	Hours	Rental Time	Baseline # of Guests	Deposit
Party Table	\$50/hr.	Subject to Pool Schedule	2 Hours	20 Guests	\$100

Dragonfly Park Aquatic Center – 18900 Copper Breaks Crossing

Area	Rate	Hours	Rental Time	Baseline # of Guests	Deposit
Pavilion 1 or 2	\$50/hr.	Subject to Pool Schedule	2 Hours	20 Guests	\$100
Pavilion 2 + Shade Sail	\$100/hr.	Subject to Pool Schedule	2 Hours	30 Guests	\$100

Residents may make a scheduled reservation at least three (3) weeks prior to the reservation date requested. All open-hours aquatic facility functions are permitted a maximum number of party guests, to include both swimming and non-swimming guests.

Only one (1) rental per time slot is permitted. Reservations will be assigned a designated rental area for their function as determined by the Association. Tables and chairs may not be relocated, must remain in the designated rental area during your function, and must be relinquished at the scheduled end time of the reservation. Applicant and/or their guests may arrive no more than thirty (30) minutes in advance of their reservation time to setup and may remain on-site no more than thirty (30) minutes after their scheduled end time to complete cleanup—applicable to open-hours reservations only. Event guests may not arrive until the scheduled start time of the reservation. All guests MUST vacate the pool area and exit the Premises at the scheduled end time of the reservation. Should any guests also reside in Bridgeland, they may re-enter the pool area using their amenity access device(s) after exiting the facility at the scheduled end time of the reservation.

Any resident(s) attempting to host parties inside the pool area that have not been scheduled in advance may be rejected entry and/or will be limited to the maximum of four (4) guests permitted per household.

ALCOHOL AT AN EVENT

Initial Here

No alcohol is permitted inside the Premises during open-hours reservations.

Alcohol is permitted during after-hours functions; however, all of the following shall apply:

A minimum of two (2) uniformed Officers are required to be present from the time alcohol is served until the Premises is fully vacated, including the Applicant, vendors, guests, and/or other attendees. Payment for the Officers is the responsibility of the Applicant. Refer to **LIFEGUARDS / EVENT SECURITY** below for additional requirements.

Applicants who wish to hold functions at the Premises with alcohol being served shall be responsible for verifying that their insurance coverage extends to cover this type of event for the serving of alcohol. Adequate coverage is required.

LIFEGUARDS / EVENT SECURITY

Initial Here

Functions with more than the permitted baseline number of guests in attendance will be required to hire additional lifeguards—one (1) additional lifeguard is required for every twenty-five (25) guests over the permitted baseline number. If more than the anticipated and/or documented number of guests arrive, the additional guests will not be allowed entry into the facility, for safety reasons, until an extra lifeguard arrives.

When applicable, and at the sole discretion of the Association and/or its Agents, parties of over one hundred (100) guests may be required to have Officers present at their function.

When applicable, and if required, Officers must be contracted for rentals and approved in this Agreement by the Association and/or its Agents. Officers will be authorized by a Staff Member prior to the Applicant's reservation. All related costs will be the Applicant's responsibility.

The Applicant shall use uniformed, off-duty Officers coordinated through the Association.

At any function requiring security, a minimum of two (2) Officers for four (4) hours is mandated per Harris County guidelines.

Applicant will be contacted by an Officer the week prior to their reservation to coordinate specifics and will be provided with the final cost for security.

Payment in full for security is due at the time of the Applicant's reservation and is to be made payable to the Officers per instructions discussed prior to their reservation.

EVENT SETUP / CLEANUP

Initial Here

Before leaving the Premises, Applicant must clean all used furnishings, remove all decorations, and clear all personal belongings. **Applicant is required to bring their own cleaning supplies for use, including but not limited to all-purpose spray, paper towels, and trash bags.** It is the Applicant's responsibility to collect and remove all trash produced by their function from the Premises.

Setup and cleanup time for after-hour rentals is included in the reservation time. No additional setup or cleanup time shall be allotted unless otherwise reserved. Applicant should take this into account when scheduling their function and plan accordingly.

PARKING

Initial Here

Applicant and their guests are permitted to park in the pool parking lot only—do not block private driveways. If reserving a space at the Lakeland Aquatic Center, parking at the development Welcome Center is never permitted for any function—vehicles will be subject to towing.

ADDITIONAL POLICIES

Initial Here

All facility rules must be adhered to at all times. Applicants and/or guests who are found **not adhering to pool and/or facility rules** or are acting in an inappropriate manner may be asked to vacate the Premises without refund. **Lifeguard staff has the final authority to enforce all facility rules and make this determination.** In the event of significant damage and/or inappropriate behavior during a rental, the Applicant may forfeit their ability to make future reservations and/or their use of the facility may be suspended at the sole discretion of the Board of Directors.

Noise must be kept down at a level so as not to disturb residents in nearby dwellings. Any element of the Applicant's function that produces sound (e.g., music, speakers/announcers, etc.) which has the potential to project beyond the vicinity of the Premises and negatively affect neighboring residences, as determined by the Association and/or its Agents, in its sole discretion, must cease **no later than 10 PM** local time. Further, should law enforcement be dispatched before that time as a result of a noise complaint—understanding that sound will at times carry beyond the Premises and be heard by neighboring properties—and deem the noise to be at an unreasonable level, law enforcement personnel shall have the final authority to direct the Applicant and/or their guests to mitigate and/or cease the noise. Applicant will be expected to adhere to law enforcement's directive and ensure the matter does not persist for the remainder of the function. Should the Applicant fail or refuse to comply, they may be asked to vacate the Premises without a refund.

Applicant agrees not to have on Premises any articles or items of dangerous, flammable, or explosive character that might increase the chance of eruption of fire on the Premises, or that ordinarily would be considered "hazardous" or "extra hazardous" by any responsible insurance company. Applicant agrees not to have on the Premises any firearms, of any type, other than those carried by certified Peace Officers, either Municipal, State, or Federal.

No pets or animals are permitted inside the pool area except as permitted by law.

Business and/or commercial use of the Premises for the purpose of generating financial gain is strictly prohibited. **No exchange of monies for goods and/or services is permitted at the Premises.**

Applicant hereby agrees not to use and/or permit the use of the Premises for any purpose directly forbidden by law, ordinances, and/or governmental and municipal regulations dangerous to life, limb, or property. Applicant must adhere to all state and liquor laws.

The Association is not responsible for lost, damaged, and/or misplaced personal property placed at or in its facilities and/or grounds by the Applicant and/or the Applicant's guests. The Association is hereby released and discharged from any and all liability for loss, injury, and/or damage to persons and/or property that may be sustained out of the Premises and/or its grounds, or by Officers or patrol services.

If the Applicant's function is cancelled due to the Applicant's and/or their guests' non-compliance with laws, ordinances, rules, fire marshal and/or any other regulations, the Rental Fee will not be refunded. Any additional fees incurred will be Applicant's responsibility and will be deducted from Security Deposit. If the Security Deposit is not sufficient to cover such additional fees, the Applicant shall be personally responsible for the balance and agrees to immediately tender such amount to the Association upon demand.

SECURITY DEPOSIT RETURN

Initial Here

A Staff Member and/or representative of the current pool management company under contract for the Association will send communication to the Applicant via email and/or phone to discuss the status of their Security Deposit upon completion of their reservation. Any Staff Member and/or lifeguard present on-site for the Applicant's function is not equipped nor permitted to provide information regarding the Applicant's Security Deposit.

If no fees are assessed for cleaning, time overage, and/or damages as explained under **PROPERTY DAMAGES**, the Applicant will receive their Security Deposit returned in full.

RESERVATION ADJUSTMENTS / CANCELLATIONS

Initial Here

All reservation adjustments must be submitted in writing to the Association no less than three (3) weeks prior to the reservation date. Scheduling changes—including but not limited to additional rental time, a location change, or a date change—will be approved case-by-case based on facility and staffing availability.

Cancellations made in writing thirty (30) or more days prior to any reservation will receive a full refund. A twenty-five (\$25) dollar cancellation fee will be charged for all cancellations made less than thirty (30) days, but more than ten (10) days, before any reservation and deducted from the Rental Fee(s) paid. **No refunds will be given for cancellations received less than ten (10) days prior to any reservation.**

If a rental may be prohibited due to closure of the aquatic facility **by the pool management company** for inclement weather, the Applicant may reschedule the rental within the same rental season (pending availability) in writing or request a refund of monies paid minus an administrative fee to be determined by and at the discretion of the pool management company.

If a rental may be prohibited because of acts of God, natural disasters, governmental authority, civil disorders, acts of terrorism, threats of terrorism, travel restrictions due to civil authority, health emergency or other cases beyond the control of either party, neither the Association nor the Applicant shall be in

breach of this Agreement. In such case, the Applicant will have the option to reschedule the rental date within the same rental season on an agreed date (pending availability) in writing or request a full refund of monies paid.

PROPERTY DAMAGES

Initial Here

The Security Deposit shall be used to repair, replace, and/or compensate for any Association property that is damaged and/or missing because of use by the Applicant and/or their agents, contractors, licensees, invitees, participants, and/or guests. The Security Deposit may be withheld to compensate for said overages in accordance with the penalty fees. An additional charge will be billed to the Applicant if damages exceed the Security Deposit amount. If damages to the Premises exceed the Security Deposit, the Association also reserves the right to file a claim with the Applicant's homeowner's insurance company on record.

The Association may refund a portion of the Security Deposit or the entire Security Deposit back to the Applicant at its sole discretion.

The Association may hold the Security Deposit for such period as is necessary, but not to exceed thirty (30) business days after the Applicant's reservation, to determine the full extent of damages, to make all necessary repairs, and/or to secure replacement(s).

EMERGENCY PHONE NUMBERS

Initial Here

Police and Fire Emergency	911	Association Office	281-304-1318
Poison Control	800-222-1222	Lifestyle Phone (After Hours)	346-513-7293
Constable (Non-Emergency)	281-463-6666	Inframark Management	281-870-0585

ASSUMPTION OF RISK

Initial Here

Applicant assumes all risk of all loss or damage to any materials, equipment or other property of Applicant, the Association, or any third party and the Association shall have no obligation, responsibility, or liability whatsoever with respect thereto.

FACILITY INDEMNIFICATION

Initial Here

The Applicant hereby agrees, as evidenced by signing below, to the following:

- Applicant understands that this is a binding Agreement between the Applicant named herein and the Association.
- Applicant acknowledges and agrees to comply with the aforementioned rules and regulations.
- Applicant will be on-site and in attendance throughout the entire reservation in this Agreement.

Release and Indemnification. In consideration of the reservation of the Association's facility, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

APPLICANT AGREES TO RELEASE, DISCHARGE, INDEMNIFY, PROTECT, DEFEND AND HOLD THE ASSOCIATION, ITS CONSTITUENT ASSOCIATIONS, AFFILIATES, PROPERTY MANAGERS, AND THEIR RESPECTIVE LEGAL REPRESENTATIVES, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS (COLLECTIVELY HEREIN CALLED THE "INDEMNIFIED PARTIES") HARMLESS FROM LIABILITY OR CLAIMS, CAUSES OF ACTION, SUITS, DEMANDS, INJURIES, LOSSES, DAMAGES, JUDGMENTS, LIENS, COSTS, AND EXPENSES OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S

FEES OF ANY NATURE, KIND OR DESCRIPTION, FOR, OR CAUSED BY, RESULTING FROM, OR ARISING OUT OF THE CONDITION, USE OR OPERATION OF THE PREMISES, AND ANY IMPROVEMENTS OR PERSONAL PROPERTY THEREON AND ANY REAL PROPERTY, IMPROVEMENTS OR PERSONAL PROPERTY USED IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO: (1) ANY DAMAGE, INJURY, DISEASE, SICKNESS OR DEATH TO APPLICANT, OR APPLICANT'S CHILDREN, GUESTS OR INVITEES; OR (2) ANY DAMAGE, INJURY OR LOSS TO PERSONAL PROPERTY CAUSED BY OR RELATED TO THE CONDITION, USE OR OPERATION OF THE PREMISES OR ANY PERSONAL PROPERTY OR IMPROVEMENTS THEREON AND ANY REAL PROPERTY, PERSONAL PROPERTY OR IMPROVEMENTS USED IN CONNECTION THEREWITH; OR (3) THE ACTS OR OMISSIONS OF INDEMNIFIED PARTIES OR THEIR AGENTS, EMPLOYEES, CONTRACTORS, INVITEES OR REPRESENTATIVES, OR (4) APPLICANT'S FAILURE TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT.

APPLICANT UNDERSTANDS, ACKNOWLEDGES AND STIPULATES THAT THIS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY/HOLD HARMLESS AGREEMENT BY APPLICANT APPLIES EVEN IF SUCH LIABILITIES, DAMAGES OR INJURIES ARISE OUT OF, RESULT FROM OR ARE CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS OF THE INDEMNIFIED PARTIES, INCLUDING WHERE SUCH LIABILITIES, INJURIES, DEATH OR DAMAGES ARE CAUSED BY THE INDEMNIFIED PARTIES' SOLE NEGLIGENCE, GROSS NEGLIGENCE, OR STRICT LIABILITY, OR THE JOINT OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, OR STRICT LIABILITY OF THE INDEMNIFIED PARTIES AND ANY OTHER PERSON OR ENTITY, AND WHETHER OR NOT SUCH SOLE, JOINT OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, OR STRICT LIABILITY OF THE INDEMNIFIED PARTIES WAS ACTIVE OR PASSIVE, VICARIOUS, OR BY ANY MATTER OR THING IN WHICH LIABILITY OR DAMAGES MIGHT BE IMPOSED.

THIS INDEMNITY PROVISION IS INTENDED TO INDEMNIFY THE INDEMNIFIED PARTIES AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR FAULT AS PROVIDED ABOVE WHEN THE INDEMNIFIED PARTIES ARE SOLELY, JOINTLY, COMPARATIVELY, OR CONCURRENTLY NEGLIGENCE, GROSSLY NEGLIGENCE OR STRICTLY LIABLE.

This indemnity provision shall survive the termination and/or expiration of this Agreement. Applicant (resident and/or organization) must provide a copy of their homeowner's insurance policy to the Association to prove and confirm liability coverage.

LIMITS OF LIABILITY

Initial Here

By signing this Agreement, Applicant agrees to these terms and Applicant agrees that the Association has no liability whatsoever, except as expressly limited herein. To the maximum extent allowed by law, the Association disclaims any and all warranties, express or implied, concerning this Agreement, the agreements contained in this Agreement, and the use of any of the Premises. Applicant's only remedy for any damages whatsoever including but not limited to damages for any breach of this Agreement by the Association, is expressly limited to an action to recover damages, which damages are expressly agreed to be limited to an amount equal to the amount of the Security Deposit hereunder. Applicant further agrees that the Association is not liable for consequential or special damages; the limitation of damages set forth herein is reasonable; the Association would not enter into this Agreement without this limitation of damages; the limitation of damages applies to all claims, whether the claim arises under contract, tort of other law; and the Association has no liability to any third person arising from or related to this Agreement or the rental of the Premises.

MISCELLANEOUS

Initial Here

This Agreement shall be governed by the laws of the State of Texas, with all acts being performable in Harris County, Texas. Any lawsuit arising under this Agreement shall be held in Harris County, Texas. If any provision contained in this Agreement is held to be invalid, illegal, or unenforceable for any reason, it shall not affect any other provision hereof and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein. This Agreement is non-assignable by the Applicant. This Agreement constitutes the sole agreement of the parties and supersedes any prior understanding or written or oral agreements between the Association and Applicant. This Agreement may only be modified in a written document signed by the Association and Applicant. This Agreement shall be effective upon execution of this Agreement (unchanged) by the Applicant, receipt of the Rental Fee and Security Deposit, and one (1) or more of the Exhibits attached hereto signed by a Staff Member. In the event the Association retains the services of an attorney to enforce any of the provisions of or collect any sums due under this Agreement, the Association shall be entitled to recover such attorneys' fees from the Applicant. Any notice, tender, or delivery to be given by either party to the other under this Agreement shall be sufficient if in writing and sent via hand delivery or by certified mail, postage paid, return receipt requested, and shall be deemed received the earlier of actual receipt, or deposit in the United States mail. If to the Applicant, notices shall be sent to the Applicant address herein and if to the Association, notices shall be sent to 17302 House Hahl Rd, Suite 103, Cypress, TX 77433.

Lakeland Aquatic Center Rental Application

Applicant's Name: _____

Applicant's Property Address: _____

Primary Phone: _____ Secondary Phone: _____

Email Address: _____

TYPE OF RENTAL: _____ **OPEN-HOURS RENTAL** _____ **AFTER-HOURS RENTAL**

Reservation Times: _____ to _____ (Rental Fee) x (# of Hours) = \$ _____		
RENTAL FEE:	Check # _____	TOTAL: \$ _____
SECURITY DEPOSIT:	Check # _____	TOTAL: \$ _____

Reservation Date: _____ Total # of Reservation Hours: _____

Type of Function: _____ Total # of Guests: _____

Alternate Contact Name: _____ Phone: _____

Security Information

Alcohol is only permitted during after-hours functions. If serving alcohol during your function, two (2) Security Officers are required to be present from the time alcohol is served until the Premises is fully vacated.

Will alcohol be present? YES NO

Will your function be comprised mostly of persons twenty (20) years of age or **younger**? YES NO

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, rules, and regulations in this Agreement.

Applicant Signature: _____ **Date:** _____

FOR STAFF USE ONLY:

____ Pool Management Agreement ____ Rental Payment ____ Security Deposit ____ Good Standing

Deposit Check: ____ Office Pick-Up ____ Shred _____ Date Completed

Staff Signature: _____ Date Approved: _____ Scanned: _____

Dragonfly Park Aquatic Center Rental Application

Applicant's Name: _____

Applicant's Property Address: _____

Primary Phone: _____ Secondary Phone: _____

Email Address: _____

TYPE OF RENTAL: ☐ OPEN-HOURS RENTAL ☐ AFTER-HOURS RENTAL

SPACE SELECTION: ☐ PAVILION 1 ☐ PAVILION 2 ☐ PAVILION 2 + SHADE SAIL AREA
(Open-Hours Only)

Reservation Times: _____ to _____ (Rental Fee) x (# of Hours) = \$ _____		
RENTAL FEE:	Check # _____	TOTAL: \$ _____
SECURITY DEPOSIT:	Check # _____	TOTAL: \$ _____

Reservation Date: _____ Total # of Reservation Hours: _____

Type of Function: _____ Total # of Guests: _____

Alternate Contact Name: _____ Phone: _____

Security Information

Alcohol is only permitted during after-hours functions. If serving alcohol during your function, two (2) Security Officers are required to be present from the time alcohol is served until the Premises is fully vacated.

Will alcohol be present? YES NO

Will your function be comprised mostly of persons twenty (20) years of age or **younger**? YES NO

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, rules, and regulations in this Agreement.

Applicant Signature: _____ **Date:** _____

FOR STAFF USE ONLY:

☐ Pool Management Agreement ☐ Rental Payment ☐ Security Deposit ☐ Good Standing

Deposit Check: ☐ Office Pick-Up ☐ Shred _____ Date Completed

Staff Signature: _____ Date Approved: _____ Scanned: _____