



C/O Spectrum Management
17319 San Pedro Ave. Ste. 318
San Antonio Texas 78232
(210) 494-0659

SWIMMING POOL LEASE AGREEMENT

1. THE STONEGATE HILL HOMEOWNERS ASSOCIATION, 4115 RANCHERS RIDGE, SAN ANTONIO, TEXAS 78251, HEREINAFTER CALLED "LESSOR", HEREBY GRANTS TO:

(PLEASE PRINT)

HOMEOWNER \_\_\_\_\_,

ADDRESS \_\_\_\_\_,

CONTACT PHONE NUMBER \_\_\_\_\_,

hereinafter called "lessee", the non-assignable right to use that portion of the Stonegate Hill Homeowners Association facility known as the swimming pool. Said right of use and occupancy to be solely for the following purpose:

EVENT DESCRIPTION \_\_\_\_\_

DATE OF EVENT \_\_\_\_\_

TIME: START \_\_\_\_\_ END \_\_\_\_\_

#OF PEOPLE \_\_\_\_\_

2. REQUIRED # OF LIFEGUARDS \_\_\_\_\_

LIFEGUARD REQUIREMENTS

The number of lifeguards will be determined by the following criteria:

- Two (2) lifeguards minimum required.
An additional lifeguard is required for every 15 people in attendance over 30 people (example: 45 people requires 3 lifeguards).

The lessee is responsible for hiring and paying for lifeguards. Lifeguards must possess Lifeguard and CPR certifications.

3. REQUIRED RESERVATION DEPOSIT \$100.00

RESERVATION DEPOSIT

Lessee shall pay to lessor as a reservation deposit the sum of \$100.00 to be held by lessor as surety for proper clean-up, which is the sole responsibility of the lessee, and to provide reimbursement for repair or replacement of lessor's property or equipment required because of damage sustained incident to lessee's use of the premises. Said deposit is to be refunded to lessee upon inspection of the premises by the board of

directors or its designated representative. Further, lessee agrees to pay to lessor upon demand any additional sum required for clean-up, repair or replacement.

**Reservation is not confirmed until approved by Lessor.**

**4. POOL IS OPEN TO OTHER RESIDENTS AND THEIR GUESTS DURING YOUR FUNCTION.**

**5. NO ALCOHOL PERMITTED**

**6. CLEAN UP IS TO BE COMPLETED BEFORE EVENT END TIME NOTED ABOVE.**

By accepting this lease the lessee agrees to remove from the facility all remnants of the event. Lessee is responsible for bringing trash bags and/or trash receptacles to the facility and removing all from premises.

**7. INDEMNITY**

Lessee, by accepting this lease, agrees to release lessor, its officers, directors, and employees from all damages and claims of every kind, whether to person or to property, arising incident to the lessee's use of the premises or arising during the lessee's use of the premises and lessee agrees to hold the lessor, its officers, directors, and employees harmless from any damage, claim, lawsuit, or judgment sustained by lessee or any of its agents, employees, invitee, guests or any other person, including caterers, on the premises incidental to or during the time of the lease, and to indemnify the lessor, its officers, directors or employees against any and all claims, demands, lawsuits or judgments arising from the negligence of the lessor, its officers, directors or employees.

**8. CONDUCT OF HOMEOWNER AND GUESTS**

The lessee is solely responsible for the conduct of their guests during the time of the event. The lessee must be present on the premises at all times during the event time frame. Lessee and lessee's guests are required to observe and adhere to all rules and regulations of the lessor regarding use of and conduct on the leased premises.

**9. POOL RULES**

By accepting this lease, the lessee agrees to abide by all of the attached rules on Exhibit A.

**10. TERMINATION**

The use of the leased premises shall be subject at all times to the control and supervision of the association, who may, without notice to lessee, demand cessation of any function and request guests to leave the premises if the rules and regulations are not observed. The lessor, its officers, directors, or its employees shall have the right to terminate this lease agreement for any reason and this lease agreement shall be null and void. In the event this lease agreement is terminated by lessor, its officers, directors, or its employees during the event time frame, the above reservation deposit shall be forfeited to lessor.

**EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_**

\_\_\_\_\_  
**LESSEE SIGNATURE**

\_\_\_\_\_  
**SPECTRUM ASSOCIATION MANAGEMENT REPRESENTATIVE SIGNATURE**

## SWIMMING POOL AND RECREATION AREA RULES AND GUIDELINES

### INTRODUCTION:

- A. The safety and enjoyment of the members of Stonegate Hill is the primary concern in the operation of our pool and recreation area. If we show courtesy and consideration for others in the use of our facilities, few rules and guidelines will be needed.
- B. Weapons are not permitted in the recreation area.
- C. Homeowner must be current on association fees to use

**Any violation of the rules will result in a suspension of privileges.**

### SWIMMING POOL RULES

THESE FACILITIES ARE FOR THE USE OF THE HOMEOWNERS AND TENANTS OF THE STONEGATE HILL HOMEOWNERS ASSOCIATION. SWIM AT YOUR OWN RISK. THERE ARE NO LIFEGUARDS ON DUTY. STONEGATE HILL HOMEOWNERS ASSOCIATION ASSUMES NO RESPONSIBILITY FOR ACCIDENTS.

### POOL HOURS:

Every day: Lap swimming: 6:00 a.m. to 9:00 a.m. Family swimming: 9:00 a.m. to 9:00 p.m.

A RESPONSIBLE ADULT MUST ACCOMPANY ANYONE UNDER THE AGE OF EIGHTEEN (18) YEARS OF AGE. Residents under the age of eighteen (18) that are certified for "Water Safety Level 3" or "Lifeguard" from Red Cross or YMCA can present the certificate to the Homeowners Association or Pool Monitor for review prior to using the pool.

1. No diving.
2. Persons with skin disorders, colds, or any other infections or diseases are not permitted in the pool.
3. No dunking, spouting water, running, scuffling, or horseplay will be permitted in the pool or pool area.
4. No games will be played in the pool that bother or annoy other persons present.
5. No smoking within the pool fenced area.
6. Food and drinks are allowed on the pool aprons (**no glass**). Each household is responsible for their trash.
7. No food or drinks **in** the pool.
8. Absolutely no glass containers in the pool area. **NO ALCOHOL PERMITTED.**
9. No bicycles, skates, skateboards, or other such devices are permitted within the pool area.
10. Inflatable devices, no larger than the body, will be permitted in the pool, but only when space permits.
11. No animals (except a seeing eye dog) are permitted within the fenced area.
12. Only small children are permitted in the wading pool. They must be under the supervision of a responsible adult.
13. Children in diapers must wear rubber pants that cover the diaper and are not permitted in the pool for safety reasons. They are only permitted in the wading pool.
14. A person whose ability is impaired by alcohol or drugs is not permitted in the pool or pool area.
15. Proper swim attire must be worn. No cutoffs!
16. The gate must be kept closed and locked for insurance and control purposes.
17. Before entering the pool everyone must shower. Long hair should be braided or contained in a bathing cap.
18. No open music. Only headphones.

# Lifeguard Services for Hire

Stonegate Hill Homeowners Association is not associated with and does not endorse any of the companies and/or individuals listed below. They are provided for reference only.

## **Happy Swimmers USA**

[www.happyswimmers.com](http://www.happyswimmers.com)

## **Sunsational Swim School**

1-888-788-2140

[www.sunsationalswimschool.com](http://www.sunsationalswimschool.com)

## **Aquamobile**

1-888-950-7946

[www.aquamobileswim.com](http://www.aquamobileswim.com)

## **Alamo Area Aquatic Association**

Nick Haidin

210-326-6223

[nhaidin@yahoo.com](mailto:nhaidin@yahoo.com)

## **Rance Olison**

Certified Lifeguard

210-681-0875