



Martin's Landing Foundation, Inc. Pool Party Reservation Agreement

In consideration of the Martin's Landing Foundation, Inc. (the "Association") allowing the undersigned the use of the pool facility, I, the undersigned agree to use the pool facilities of the Association under the terms and conditions set forth below:

1. A completed pool party reservation agreement must be submitted to management at least 21-days prior to the pool party, or additional rush fees may apply.
2. The undersigned will make a security deposit in the amount of \$150.00, made payable to Martin's Landing Foundation, which is due and payable upon execution of the Reservation Agreement. The undersigned understands and agrees that the security deposit will be used to pay (or partially pay) for any and all damages resulting to the pool facilities, its contents, or any portion of the Association's property from any actions the undersigned or any actions of persons present at or attending or in any other way related to the function. The undersigned understands that any charges made against the security deposit will be explained. If the cost of repairs exceeds the amount of the security deposit, the undersigned agrees to pay the Association the full costs of all repairs within fifteen (15) days of receipt of a written notice explaining the damage. The undersigned agrees that all deposits, fees, expenses incurred by the Association as a result of the use of the River Lodge under this Reservation Agreement (and any other sums due under the terms of this Reservation Agreement) shall be considered an assessment and constitute a line against the property of the undersigned and shall be fully collectible in the same manner as the assessments authorized by the Declaration of Protective Covenants for Martin's Landing Foundation ("Declaration").
3. The undersigned is reserving the pool facility for a purpose that will be attended by not more than 30 persons. The undersigned understands that allowing more than 30 persons to enter the pool facility will constitute a breach of this Reservation Agreement and will result in forfeiture of the security deposit by the undersigned.
4. The undersigned understands and agrees that approval of this Reservation Agreement does not guarantee any pool furniture, party space, or parking spaces; nor does this grant private use of the pool facility. The pool will remain open to all members in good standing for the posted hours. All pool furniture and parking are available on a first come – first serve basis. Reservations will not be permitted outside of the normal pool hours. Parking may be limited at the pool facilities. We encourage you and your guests to carpool. All vehicles must be legally parked and cannot park on landscaped areas.
5. Only one pool party reservation is permitted per pool facility per day.

6. The undersigned understands that they must be in good standing at the time of their pool party reservation and must have a valid access card to access the facility.
7. The undersigned understands that the early or continued use of the pool facility outside of the hours previously scheduled with management and the pool management company in the Reservation Agreement will constitute a breach of the Reservation Agreement and will result in the forfeiture of the security deposit by the undersigned.
8. The undersigned understands and agrees to the following items and understands that a breach of these rules will constitute a breach of this Reservation Agreement and result in the forfeiture of the security deposit:
 - a. Follow all pool rules and directions from the lifeguards and pool managers.
 - b. The pool gates must not be propped. All guests must enter with the host with a valid access card.
 - c. Glass containers and smoking/vaping are not permitted inside the gated pool facility.
 - d. No vendors or rental equipment are permitted in the pool facility.
 - e. All trash should be properly disposed of. No trash may be left outside of the trash containers. Any excessive trash must be removed from the pool facility and disposed of off-site.
 - f. The host must complete their pool party booking with the pool management company at <https://amspoolsga.com/pool-parties/pool-party-request-form/> and pay for any additional lifeguards and fees required prior to the event.
9. The undersigned assumes all responsibility, risks, liabilities, and hazards incidental to the function and hereby releases and forever discharges the Association, its officers, directors, employees, managers, agents, and members from any and all claims, costs, causes of action judgments, suits, executions, attachments, liens, debts, expenses, obligations, liability for personal injury or death and damage to or destruction of property as well as losses of every kind and nature, known and unknown, judicial or administrative, any of which arise from or are in any way connected or related to the above function, and/or use of the pool facility and property of the Association and its appurtenances by the undersigned including but not limited any loss of power (through whatever cause) as well as any storm damage and/or act of god .
10. The undersigned further agrees to indemnify and hold harmless the Association, its officers, directors, employees, managers, agents, and members from any and all claims, costs, causes of action, judgments, suits, executions, attachments, liens, debts, expenses, obligations, liabilities (including, but not limited to, attorney fees) for any injury to person or property suffered by the undersigned, and the undersigned family members, guests or invitees or any other person as well as losses of every other kind and nature (including but not limited any loss due to any loss of power (through whatever cause) as well as any storm damage and/or act of god) any of which arise from or are in any way related to the above function and/or use of the pool facility and

property of the Association and its appurtenances, whether or not caused by the Association's negligence.

11. The undersigned assumes all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to the undersigned function and agree to be personally responsible for causing all such persons to comply with the Declaration and the Association's By-Laws and Rules and Regulations.
12. The undersigned certifies that they are a Martin's Landing homeowner, and that the undersigned will be in attendance at the function. The undersigned hereby agrees and represents that the pool facility will be used for lawful purposes only. The undersigned hereby agrees to obey all local, state and federal laws, including but not limited to the prohibition of serving alcohol to minors. If the Association reasonably believes that the undersigned's use of the pool facility violates any federal, state, or local laws or ordinances, or if the conduct of any person at the pool facility endangers the health, safety, or welfare of any person or the pool facility or other property of the Association, the Association shall have the right to terminate the undersigned's use of the pool facility and to instruct all persons to immediately leave the pool facility and the Association's property.

Name

Address

Select Which Applies:

Homeowner

Tenant

Recreational Member

Requested Date of Pool Party:

Start and End Time of Event:

Number of Attendees:

Type of Event:

Select Facility for Event:

River Pool

Phone Number

Lake Pool

North Pond Pool

Email Address

Signature

Today's Date