

# Candlelight Oaks Civic Club

## ~ 2022 Pool Pavilion Rental Agreement ~

### **Reservation Policies:**

Any gathering of more than 10 (ten) guests who are not pool members requires a Pool Pavilion Rental Agreement signed and payment of the rental fee and clean up deposit prior to the event.

**The renter or a pool member authorized on the renter's household pool membership must accompany guests at the pool at all times.**

Non-residents of Candlelight Oaks and Candlelight Oaks Village, including family members and friends of residents, are not allowed to secure reservations. An event may not be reserved on a 'sub-lease' basis by anyone; Reservations are not permitted for events that require guests to pay an admission fee.

No fewer than 48 hours prior notice is required for a Pool Pavilion rental.

Applicant must be in good standing with the Association and all fees must be current.

The COCC Pool Pavilion may be rented for parties and social events during normal hours of operation; between 8am and 9pm **not to exceed four (4) hours**.

The Pavilion, comprised of the deck plus picnic tables and available lounge chairs, will be reserved for your use exclusively and you may bring in guests that are not pool members, but **not to exceed thirty (30) without permission from the COCC board of directors**.

In the event that the board approves over thirty (30) guests, a lifeguard shall be retained by the renter and shall be present for the duration of the event.

For events with fewer than thirty (30) guests, you may optionally bring your own lifeguard(s) for your event, but all guests, or their guardian(s) if under the age of 18, must sign a Pool Use Agreement. Please print or copy enough Pool Use Agreement forms for each family that will attend your event.

The swimming pool itself will remain open to all pool members and not reserved to be used exclusively.

**Water balloons and confetti are not permitted in the pool area.**

**All trash generated during rental must be removed offsite by the renter at the end of the rental period.**

### **Please return this form along with payment to:**

COCC  
5616 OAKHAVEN LN  
HOUSTON, TX 77091

Household Information			
Name:			
Street Address:			
Candlelight Oaks Resident?	(Circle One) YES NO Pavilion Rental Cost: \$150		\$150.00
Event Information			
Event Name:			
Event Description:			
Time of Rental:	Pavilion rental time is not to exceed 4 hours:	Start Time:	
Date of Rental:		End Time:	
Number of guests:	Not to exceed 30 without special permission:		
Household Contact Information			
Home Phone:			
Cell/Work Phone:			
Emergency Phone:			
Payment Information			
Refundable Deposit for Cleanup			\$ 50.00
Total Amount Due (Fee + Deposits in separate checks) Please make checks or money orders payable to Candlelight Oaks Civic Club			\$200.00

Trash Removal

The refundable deposit will be returned if the pool area is left in good order. **All trash generated during rental must be removed off site by the renter at the end of the rental period.**

Return of Access Card or Key

If you are given use of a card or key with which to get your guests inside the pool gate, that card or key must be returned to COCC within 12 hours from the end of the rental period. Your deposit for the use of the card or key will be returned.

## **COCC SWIMMING POOL RULES**

These rules are essential to ensure the health, safety, and comfort of all participants. This is particularly important now that there is **NO LIFEGUARD ON DUTY**. Participants observed and/or reported as not abiding by these rules may be asked to leave the facility and may also be subject to suspension or termination of facility privileges. Pool membership cost is not refundable or pro-rated for any reason.

### **Pool Hazards:**

The pool should not be utilized if the following events occur:

- **If water visibility and/or quality is compromised. At all times the bottom of the pool must be visible and the water must be clear.** If these conditions do not exist, please contact Lori Bulla at 713.498.2961
- Operational and mechanical difficulties affecting pool water quality, especially when water visibility is compromised. If these conditions exist, please contact Lori Bulla at 713.498.2961.
- During severe weather conditions (heavy rain, lightning, and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck should also be avoided).
- For 30 minutes following the last occurrence of thunder or lightning (deck should also be avoided).
- For a period of time following any mishap that results in feces or vomit in the pool water. If these conditions exist, please contact Lori Bulla at 713.498.2961.

### **Appropriate Behavior**

- All swimmers **MUST** shower before entering the pool.
- Proper swim wear is required, which does NOT include shorts, jeans, cutoffs, or thongs.
- NO PETS are allowed inside the pool enclosure at any time.
- NO GLASS is permitted anywhere in the pool area.
- Food is NOT allowed in the pool area except in designated eating areas. Drinks in non-glass containers are permitted.
- Music is acceptable at a reasonable volume.
- Inappropriate behavior such as running, pushing, wrestling, excessive splashing, standing or sitting on shoulders, or spitting of water is NOT allowed and may result in expulsion from the pool area.
- No Profanity.
- Obey posted pool hours.

### **Health & Safety**

- DIVING IS NOT PERMITTED, except in designated areas. NO DIVING from furniture is permitted.
- All children using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device **MUST** be supervised one-on-one by an adult who is in the water and within arm's length of the child.
- Swim aides, floatable objects, and pool toys are allowed.
- **All children who are not toilet trained MUST wear approved swimmers' diapers while in the pool.**
- NO cuts, open sores, bandages or infectious diseases.
- NO group activities (e.g., parties, day camps, private lessons, swim teams, etc) allowed without prior approval from the Board of Directors of Candlelight Oaks. Organized groups must provide at least one adult chaperone per eight swimmers under age 16.

### **Trash and Cleanup**

- Due to trash container limitations, all trash generated during rental must be removed off site if the deposit is to be refunded..
- Staples, nails, or glue are not to be used to secure any decorations. All decorations including ribbons and balloons must be removed after the event.
- Cleanup and trash removal must be completed no longer than 15 minutes after the end of scheduled event.
- Damages incurred to the pool or other related structures or furniture due to the direct result of negligence may result in assessments and/or fines to the renter. Any expenses incurred by the HOA for repairing damages or cleaning messes after a rental will be assessed to the renter's homeowner account if the deposit does not cover the expense.

**POOL LIABILITY WAIVER**

The undersigned understand that there is **NO LIFEGUARD ON DUTY AT THE SWIMMING POOL**, that everyone is **SWIMMING AT THEIR OWN RISK**. The undersigned **ASSUMES THE RISK**, for himself/herself and all function guests, of using the Swimming Pool without a lifeguard.

The undersigned or appointed person 18 years of age or above **MUST BE PERSONALLY PRESENT AT ALL TIMES** when a guest **UNDER THE AGE OF 16 YEARS** is using the swimming pool or in the swimming pool enclosure.

The undersigned and guests, **MUST NOT TAMPER** with any lock, **prop open the gate**, or take any other action which would allow improper access to the Swimming Pool by any person.

**THE UNDERSIGNED AFFIRMS THAT HE/SHE WILL EITHER PROVIDE LIFEGUARD(S) AT HIS/HER OWN EXPENSE, OR OTHERWISE HAS A SIGNED POOL USE AGREEMENT FOR EVERY GUEST HE/SHE BRINGS ON THE PREMISES FOR THE FUNCTION.**

**INDEMNIFICATION**

**THE UNDERSIGNED HAS/HAVE READ AND UNDERSTOOD THE POOL LIABILITY WAIVER AND THE COCC SWIMMING POOL RULES. THE UNDERSIGNED HEREBY AGREE TO HOLD HARMLESS, INDEMNIFY, AND DEFEND THE CANDLELIGHT OAKS CIVIC CLUB, INC., REPRESENTATIVES, OFFICERS, DIRECTORS, AND VOLUNTEERS FROM ALL CLAIMS, LOSSES, DAMAGES, AND COSTS OF ANY KIND ARISING OUT OF USE OF THE COCC SWIMMING POOL AND ITS ENVIRONS BY THE UNDERSIGNED OR GUESTS, INCLUDING BODILY INJURY, DEATH AND DAMAGE TO PROPERTY RESULTING FROM ACTS OF ANY KIND, AND FURTHER SPECIFICALLY INCLUDING THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE CANDLELIGHT OAKS CIVIC CLUB, INC., REPRESENTATIVES, OFFICERS, DIRECTORS, AND VOLUNTEERS.**

Printed Name and Signature:

Date:

Printed Name and Signature:

Date: