

WASHINGTONIAN WOODS HOMEOWNERS ASSOCIATION
c/o Property Management People, Inc.
955 A Russell Avenue
Gaithersburg, MD 20879
Phone: 301-963-3337

2019 PRIVATE POOL USE AGREEMENT

The Washingtonian Woods Homeowners Association (WWHOA) and _____ (Member),
Owner(s) of a home within the Washingtonian Woods community at _____
_____ (full address) hereby
agrees that the sum consideration will be determined by the pool management company.

The Member is permitted to use the pool facility on _____ (date), during the
hours of (time frame) _____ to _____ (time frame must include set up and clean up) for a
_____ (type of event).

The number of attendees will be _____ (not to exceed 75 persons (children and/or adults). Of this
number _____ are currently members of the community and will be utilizing their personal pool pass, and _____ will
be guests. Guests may enter the pool with a valid pool guest pass (see criteria for guest pass below). A full list of
attendees must be provided with this agreement. Identify the number _____ of adults per every five (5) children up
to age 16.

Send **two separate** checks; one for the guest passes and for the cost to staff the pool for life guard coverage to the
address listed above, both payable to **Washingtonian Woods Homeowners Association**. Full payment (two
separate checks) must be received fourteen days prior to the scheduled use date. **No third party checks will be
accepted.**

TO BE COMPLETED BY THE POOL MANAGEMENT COMPANY:

The cost for the above-referenced use is \$ _____. The cost only includes staffing the pool and needs based on
Montgomery County Requirements. Payment must be made directly to WWHOA as directed above.

The Washingtonian Woods HOA pool may be used for private rental provided that the

WWHOA and Member hereby agree that:

1. The Member will be present at all times during the use.
2. The Member shall have the use of the pool for the benefit of the Member and Member's guests.
3. The Member is defined as a WWHOA homeowner for the purpose of this Agreement.
4. The Member and member guests shall be in good standing with the Association and remain current with their Association Assessment as applicable.
5. **This Agreement is subject to the following provisions and restrictions:**
 - a. Use of the pool requires pre-payment for pool life guard coverage. The pool management company will determine the life guard coverage cost and needs based on Montgomery County Requirements and the information provided in the Pool Use Agreement.
 - b. Groups in excess of 75 persons (children and/or adults) will be addressed on a case by case basis.
 - c. There must be one adult for every five (5) children up to age sixteen (16).
 - d. All persons must register at the guard desk. Members must be verified in the automated pool membership system, and guests may enter using a guest pass provided that all the criteria is met regarding pool guests according to the Swimming Pool Operating Policies, Rules and Regulations.
 - e. **Members signing the Private Pool Use Agreement must provide proof of "Special Event" insurance in the form of an Insurance Certificate provided by their homeowner insurance provider. The Insurance Certificate must name Washingtonian Woods HOA, Inc. and Property Management People, Inc. as additional insured and certificate holder. The Insurance Certificate must accompany the Private Pool Use Agreement at submission.**
 - f. The pool is for use by WWHOA Members **only** and is not intended to be rented by a Member for the use of a non-Member other than as a guest of the Member.

Initials _____

- g. Use of the pool requires pre-payment for pool life guard coverage. The pool management company will determine the life guard coverage cost and needs based on Montgomery County Requirements and the information provided in the Pool Use Agreement.
- h. In the event that the use agreement must be cancelled for whatever reason 48 hours (or less) prior to the use date, there will be a \$25 administrative fee charged and deducted from the use fee.
- i. Responsibility for damage:
 - i. **The pool furniture is to be respected.** Any WWHO property broken, damaged, or removed from the WWHO or grounds by the Member or the Member's guests, or as a result of the Member's failures to adequately inform their guests, shall be the responsibility of the Member and shall be paid for by the Member. The WWHO reserves the right to request a damage deposit necessary to pay for WWHO property which is broken, damaged or removed from the grounds. It is further agreed that the Member shall pay to the WWHO, on demand, any additional sum necessary to repair or replace broken, damaged or missing property in the event the cost exceeds the amount of the damage deposit.
 - ii. A damage deposit may be required of the Member when the use results in any event beyond the ordinary operations. These events include but are not limited to:
 - (1) Any of the WWHO Board Members or Management Agent having to be called to the pool.
 - (2) The police having to respond to the pool.
 - (3) The pool company employees having to remain beyond normal working hours.
 - iii. No open flames are permitted on the pool grounds at any time. A fire extinguisher is available in case of an emergency.
- j. The WWHO assumes no responsibility for the property of the Member or the Member's guests, including but not limited to vehicles parked in the parking lot, and shall not be liable in the event any such property is lost, stolen or damaged while on the WWHO's premises.
- k. The member hereby agrees to be solely responsible for any accident or injury to any person attending this function or caused by the Member's failure to adhere the provisions of this Agreement and the Member agrees to indemnify and hold WWHO harmless for any sum for which WWHO may be found liable as a result of any such accident or injury.
- l. Further, the provisions of this paragraph shall apply to any individual injured on WWHO property when said injury is the result of the actions or failures to act by the Member or Member's guests.
- m. No outdoor amplification of music is permitted.
- n. The consumption of alcoholic beverages is strictly prohibited.
- o. No pets are permitted.
- p. No smoking is permitted in the entire facility.

Initials_____

- 6. Sign this last page of this Agreement and initial all others to acknowledge reading of the entire document.
- 7. Remit signed Pool Use Agreement with two checks fourteen days prior to the scheduled use date to:
 Washingtonian Woods Homeowners Association
 c/o Property Management People, Inc.
 955 A Russell Avenue
 Gaithersburg, MD 20879

SIGNATURE OF MEMBER: _____ **DATE:** _____

PRINT NAME: _____

CONTACT INFORMATION: _____

HOME PHONE: _____

OFFICE PHONE: _____

CELL PHONE: _____

FAX: _____

EMAIL: _____

FOR OFFICE USE ONLY	DATE	BY (initials)
Agreement received		
Certificate of Insurance received		
Checks received		

Initials _____