

The Ridge at Pratt Farms

Pool Event Request Form

The undersigned requests permission to use The Ridge at Pratt Farms Homeowners Association, Pool. The undersigned is an owner or a tenant (whose owner is in good standing) of real property in Boykin Lakes. **A non-refundable user fee of \$100.00 is required for all private parties.** The fee covers all utilities during event.

A Check-Out inspection will be completed by Regency Multifamily Services, after the event. **If additional cleaning is necessary or any damage occurs during the scheduled event, the undersigned will be held liable for the cost of replacement/repair or cleanup.** There will be no user fee for The Ridge at Pratt Farms Homeowners Association sponsored events.

Rules. The undersigned agrees to abide by The Ridge at Pratt Farms Homeowners Association rules and policies for the Pool. Those rules are attached and incorporated in this agreement and require a signature for each paper.

Alcohol. The undersigned further agrees that all alcohol use will remain within the limit of local and state law. The undersigned agrees to be fully responsible for all accidents or claims that may arise as a result of any accident, injury, or damage to person or property during the time that the undersigned has the Pool reserved.

Hold harmless and indemnification. The undersigned hereby releases and shall hold harmless and indemnify Regency Multifamily Services, LLC., The Ridge at Pratt Farms Homeowners Association property owners, officers, directors, developers and the employees, contractors, agents, affiliates, and related entities thereof for all claims, attorney's fees, and other costs or liabilities incurred by or asserted against any of the foregoing as a result of use of The Ridge at Pratt Farms Pool by owner or owner's tenants or guests.

Alabama host/liquor laws. The undersigned understands that under Alabama law, a host of any social event or business function where alcoholic beverages are served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from the host's negligence in allowing any intoxicated guest or attendee to be served alcohol. Such liability may include harm to the intoxicated individual their self and also harm to total strangers involved in automobile accidents, etc. caused by that intoxicated individual.

Condition of Pool before and after. If at the beginning of the event the Pool does not meet the Check-In Condition column attached to this agreement, please note what items are damaged or dirty on the Check-In Condition Sheet. **The Resident/Tenant need not be present for the Check-out inspection however, the 'On the Spot' corrections will not apply, and the Resident/Tenant may be assessed charges for soiled, damaged, or missing items without representation.** The same Condition report will be the ONLY acceptable standard for Check-Out. Any discrepancies beyond the Check-In condition will be corrected on the spot or immediately be assessed for cost to the undersigned.

*** This page is for your records**

1. Fee. Each owner scheduling The Ridge at Pratt Farms Pool will sign a usage agreement and release prior to scheduling the Pool. **If a tenant in The Ridge at Pratt Farms schedules the Pool, the owner and the tenant must both sign the required user agreement and release.**

2. Alcoholic beverages. If alcoholic beverages are to be served, I understand and agree that I must provide a Certificate of Insurance to The Ridge at Pratt Farms HOA at my sole expense naming The Ridge at Pratt Farms HOA, its members, managers, employees, and agents as additional insured covering any liability that might arise from provision or use of alcoholic beverages on premises. The Certificate of Insurance shall provide liability coverage in amounts acceptable to The Ridge at Pratt Farms HOA but in any case, not less than \$500,000.00. It is also acceptable to provide proof of your Homeowners Personal Liability policy if the policy covers the same liability as previously mentioned. Alcoholic beverages may not be SOLD under any circumstances and cannot be served to minors or intoxicated persons. Under Alabama law, a host of any social event or business function where alcoholic beverages are served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from the host's negligence in allowing any intoxicated guest or attendee to be served alcohol. Such liability may include harm to the intoxicated individual himself and also harm to total strangers involved in automobile accidents, etc. caused by that intoxicated individual.

3. Smoking. No smoking is permitted within the Pool at any time.

4. Assessments current. **The Pool is not available to any owner if The Ridge at Pratt Farms owner assessments and other sums due the Association by the owner are not current.**

5. Owner as host. Only owners, immediate family members of owners, or tenants may schedule the Pool. All children of 16 years and younger must be accompanied by an adult chaperone age 25 or older at all times during the event. The Ridge at Pratt Farms owner or tenant must be present at all times at the function for which the Pool is reserved and must be the primary host of the event. Owners or tenants may not reserve the area on behalf of a third party.

6. Pool. **The pool area may not be reserved for exclusive use.** It is for the use and enjoyment of all owners and guests and has its own hours of operation and will be available for the use of other tenants and owners during the scheduled time period.

7. Music. Music, and/or any other noise, must be kept at a level that cannot be heard in the surrounding homes in the area, or cause a disturbance to owners and guests at the swimming pool. The user of the Pool will be responsible for seeing that there are no loud noises from the guests either coming to or leaving the function at the Pool.

8. Clean-up of Pool. The Ridge at Pratt Farms homeowner, who schedules the Pool, will be responsible for taking any items that were brought and if items are left. There will be no additional charge over the \$80.00 fee unless the cleaning is excessive, or damages occur.

9. Damage. The Ridge at Pratt Farms homeowner will be responsible for the repair or replacement of any damage done to the Pool, or its furniture. It is understood that a Member of the Board of Directors of The Ridge at Pratt Farms Homeowners Association, or a person designated by the Board, **may** inspect

the Pool including furniture, equipment and the area surrounding the Pool, before and after use by the undersigned. Any items not in good condition will be repaired or replaced as necessary. If there is damage to the Pool, the damage will be assessed by a licensed professional designated by a Member of the Board of Directors and repaired or replaced. The undersigned agrees to pay for any repairs or replacement, and if it is not promptly paid, The Ridge at Pratt Farms Homeowners Association, Inc. shall have a lien against the Lot owned by owner for payment of same, which lien may be collected in same manner as annual assessments.

10. Assumption of risk. The Ridge at Pratt Farms owner will assume full responsibility for any and all accidents or claims that may arise as a result of any accident or for any other reason in connection with the function or usage of the Pool by the owner and said owner shall agree to the hold harmless and indemnity provisions contained in the User Agreement to which these rules are attached.

11. City codes. All applicable city and fire codes apply.

12. Occupancy limit. No more guests than the fire code permits are allowed at any function.

13. No lifeguard at pool. **NO LIFEGUARDS ARE PROVIDED BY BOYKIN LAKES.**

14. Violation. Violations of these rules will be determined by the Board in their sole discretion. Violations will subject the owner to any corrective or enforcement action authorized by the Association's governing documents or by law and penalties may include without limitation the loss of use rights for the Pool for one year.

15. Late usage. In addition to the user fee, an additional \$25.00 user fee per ½ hour fee may be assessed to the reserving homeowner if the Pool is not vacated by the end of the time block.

16. Hours. All functions must end by 10:00 p.m.

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The Ridge at Pratt Farm Pool and pavilion check sheet for the day of the event.

You must initial-on the left column- that you agree to all these items before your request will be processed. For your check in, you can mail or email back to me after event and may initial the right side of the form at your check out.

Check-In/Check-Out

Trash removed (new bag in place) In _____ Out _____

Furniture in position in which it was found In _____ Out _____

Bathrooms In _____ Out _____

Toilet facilities clean (inside and out) In _____ Out _____

No personal items are in Pool or surrounding area In _____ Out _____

**Please inform the Regency Multifamily Services of any repair needs
(e.g. light bulb replacement, table or chair problems, etc.)**

I checked and noted the condition of the Pool at Check-In time. Date _____, Time _____

I understand that if the condition of the Pool, at Check-Out time, is excessively dirty or damaged I will be responsible for additional charges. Initial _____

Address of Home Owned or Leased in The Ridge at Pratt Farms _____

Phone number: _____ Email: _____

Type of Event: _____ Date of Event: _____

Time of Event: Start: _____ to End: _____ no more than 2 hours

The Ridge at Pratt Farms HOA is not responsible for the functional aspect of this amenity.
Please report any malfunctions Monday through Friday 8am to 5pm.

Mailing address: P.O. Box 311132, Enterprise, AL 36331
Phone: 334-308-0049, Email: hrogers@regencymultifamily.com

\$80.00 Fee received: Date _____

Company Representative: Name _____

****Mail, fax, or email this sheet in with your payment****

Pool Area General Rules --- Hours 6am to 10pm everyday

- Children under the age of 16 must be accompanied by an adult.
- Swimsuits and/or appropriate attire must be worn at all times. Cut-offs, gym, or dress shorts including thongs and transparent colored suits are prohibited.
- Children not toilet-trained must wear a swim diaper. Regular disposable or cloth diapers will not be allowed.
- Glass containers are prohibited within the fenced area.
- Food and drink are not allowed on the pool.
- No Smoking
- Pets are prohibited within the fenced area.
- Bicycles, scooters, skates, and skateboards are prohibited.
- Running and horseplay are prohibited on the Pool.
- The picnic shelter and tables are first come first serve.
- 2 guests per household
- For all parties, call the management company at 334-308-0049
- Pool is operational from March 1 to October 31

If event holder is an Owner(s) of Property, please print your and sign your name below.

Print: _____ Print: _____

Signature: _____ Signature: _____

If event holder is a Tenant of Property, please print and sign your name below.

Print: _____ Print: _____

Signature: _____ Signature: _____

Property Owner/Property Manager Print: _____

Signature: _____

Mail, fax, or email this sheet in with your payment:

The Ridge at Pratt Farms HOA P.O. Box 311132 Enterprise, AL 36331

Email: hrogers@regencymultifamily.com Fax: 334-347-0139