

Round Rock Ranch, Phase One Homeowners Association, Inc.
Pool Facility Use Agreement

I. I AGREE TO THE FOLLOWING REGULATIONS GOVERNING THE USE OF THE POOL AREA (PLEASE INITIAL):

- A. _____ No party may last later than 9:00 p.m.
- B. _____ Cleanup must be completed by 9:00 p.m. **Trash/recycle containers are for the use of the regular pool guests, not for party guests. All trash must be bagged in heavy trash bags and removed from the pool area to prevent animals from tearing and spreading debris.**
- C. _____ Number of expected guests: _____ (No more than twenty-five (25) guests per party).
- D. _____ Parties may not be exclusive so as to prevent other residents from using the facilities. Reservations are limited to one party in a seven (7) day period by any one home. Parties may not expect exclusive use of pool furniture or picnic tables and may bring in their own.
- E. _____ **No glass containers** of any type are permitted in the pool area.
- F. _____ **No balloons are permitted** (This rule is for the protection of the pool filtering system). Any resident that chooses to disregard this rule will be fined an additional \$50.00 and will be responsible for paying for any damages to the filter system.
- G. _____ Gates must be closed at all times as per Texas Department of Health.
- H. _____ I have read the pool rules and regulations as provided with my pool key, and I understand that the pool facilities are designated "Swim at your own risk". I agree to abide by the rules and assume the responsibility of myself, my guests and children. I understand that the failure to abide by these rules may result in denial of pool use.

Reminder: The use of the pool and its facilities *is available to Association members in good standing only.*

Note: All homeowner events approved by the Association are not exclusive in use. Common areas will remain open to the Association and will still remain as a first come, first served basis.

(See Other Side)

II. HOLD HARMLESS AGREEMENT

By signing below you agree to the following hold harmless agreement and legal contract:

Renters shall be fully responsible for all activities occurring within their party on the premises during the rental period and shall hold the Round Rock Ranch, Phase One Homeowners Association, Inc., and Spectrum Association Management, LP, and its agents free and harmless of any damage or loss of personal property or any bodily injury suffered for any reason during or as a result of a rental. By signing this agreement you acknowledge and understand that you are personally responsible for any damage or injury to yourself or any individual within your party present on the Association's property. You further understand that your period of responsibility begins once you enter the property and/or once your agreement time starts, whichever comes first, and does not end until you and all your guests have left the Association's property. If a person at your rental causes any damage to property, and/or bodily injury, and/or harm to him/her self and/or any other person while located on the Association's property, you understand that you assume full and total responsibility for their actions and agree to hold the Round

Rock Ranch, Phase One Homeowners Association, Inc. and Spectrum Association Management, LP harmless.

III. BINDING LEGAL CONTRACT

The pool facility use requested is in accordance with the terms of the Guidelines and Regulations, a copy of which has been provided to me and to which I agree. Any disregard of the policy, on my part, will result in the need for Board approval if I wish to utilize the pool facility at a future date, or inability to use the facility depending on the severity of misuse or damage. I understand I will be charged for any damage that occurs by anyone while I am utilizing the pool facility. I acknowledge that I must immediately pay the Association for any damages or cleaning expenses, at a minimum of \$25.00 and that failure to pay will result in a lawsuit being filed against me for any costs associated with any damage and/or clean up until payment is made in full. If I am sued for damages I agree to pay all legal fees and court costs associated with the collection of this debt. I fully understand and agree to the above hold harmless agreement. I agree to hold Round Rock Ranch, Phase One Homeowners Association, Inc. (hereinto referred to as "Association") and/or Spectrum Association Management, LP (hereinto referred to as "Management") and its agents free and harmless from any negligence, and/or act, and/or failure to act. I further agree to hold the Association, and/or the Management harmless from any act of a third party, and any cause of any action arising on the Association's property. I understand and agree to be personally responsible for any damage and/or bodily injury to myself and/or any individual on the property during and following my requested use period until all individuals, including myself, have left the Association's property.

_____	_____	_____
Date of Reservation	Time of Reservation	Pool (Gattis or Sundrop)

Homeowner's Name		

Homeowner's Signature		_____
		Signature Date

Homeowner's Address		_____
		Daytime Phone Number

Mail to:
Spectrum Association Management, LP
9442 Capital of Texas Highway North
Plaza One, Suite 500
Austin, TX 78759
512.834.3900 fax: 512.834.3901