

**FOXWOOD HOMEOWNERS' ASSOCIATION: Pool Usage and Rental Agreement**

*Please allow at least 2 weeks to process the application.*

Agreement is hereby made between the **Foxwood Homeowners' Association** (hereinafter referred to as **FWHO**) and \_\_\_\_\_ (homeowner or lessee hereinafter referred to as the **Renter**) residing at \_\_\_\_\_ for rental/use of the Pool and Pool Facilities on \_\_\_\_\_ (day), \_\_\_\_\_ (date: month, day, year) from \_\_\_\_\_ (hour) AM / PM until \_\_\_\_\_ (hour) AM / PM. *Pool area must be cleaned and vacated no later than 11:00 PM.*

**Renter Contact Information:** *Please print*

**Name:** \_\_\_\_\_  
**Home Phone:** \_\_\_\_\_  
**Cell Phone:** \_\_\_\_\_  
**e-Mail:** \_\_\_\_\_

**Process:**

- Call the Foxwood Phoneline (281-540-7430) to request availability of the pool.
  - Someone will return your call within 24-48 hours.
  - At that time, you will be given contact information on how to submit the application and fees.
- Go to the FWHO website (www.foxwoodhoa.net) and locate the application for renting the Pool under the "Documents" tab.
- Print out the application, fill it out completely.
- Submit the application with the proper fees for processing.

**Conditions for Rental/Use:** *Please initial*

- Renter must be a resident of the Foxwood Subdivision, Sections 1, 2, 3, or 4 (original section).
- All residential fees must be paid and up to date before the application can be processed.
- The renter and his/her guests must adhere to all rules set by the Foxwood HOA Board of Directors.
  - Failure to observe the rules will result in the event being closed down.
  - Not observing the rules may jeopardize any future opportunity for using the facilities.
  - The resident/renter must be present at the event.

**Private Pool Parties must have lifeguards:** *Please initial*

- The cost and number of lifeguards will be set by **DS Recreational Services: 281-443-7665**
- Payment to DS Recreational Services is the responsibility of the homeowner/renter and must be paid prior to the scheduled event.
- DS Recreational Services requires a **3-hour minimum** for all private pool parties.
- The Foxwood HOA Board of Directors has set a **limit of 40 people** in the pool area, swimming or non-swimming.

**Fees:** the following fees are to be submitted with the completed application.

- **Rental Fee:** One money order in the amount of **\$50.00** made out to "Foxwood HOA".
  - This will be deposited immediately
  - This is non-refundable and is the rental fee for using the facilities.
- **Cleaning Deposit:** One money order in the amount of **\$100.00** made out to "Foxwood HOA".
  - This will be deposited immediately.
  - After the event, the facilities will be inspected within 48 hours.
  - The condition of the premises will be reported and a **refund** of all or part of your cleaning deposit will be **mailed to you in the form of check** from Consolidated Management Services on behalf of FWHO. *Please allow 3 weeks for this refund to be processed.*
    - **Should any issues need attention** upon inspection by the FWHO representative (cleaning, maintenance, damages, or other issues) will be taken care of and reported. This may result in *only part* of your cleaning deposit being refunded to you.

**Signature of Renter:** \_\_\_\_\_

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*Please allow at least 2 weeks to process the application.*

**Conditions and Rules:** *Please initial each statement.*

- \* \_\_\_\_\_  
\_\_\_\_\_
- It is my (the Renter's) responsibility to **keep the outside pool gate locked** during the event and while setting up and cleaning unless the event is scheduled during regular pool hours.
- **No drugs or alcohol are allowed** anywhere on the premises before, after, or during the event. Any breach of this rule will result in forfeiture of all refundable deposits, the event will be closed down by the Constable, and limitation or loss of privileges for using the facilities (to be determined by the FWHOA Board of Directors).
- All **children are to be attended by an adult** at all times. There is to be no running or playing around the pool area or on the pool deck at any time.
- **Decorations** can be hung with Command® or putty-type adhesives. No mounting that makes holes or damages the surface (including paint) may be used. All decorations, including glitter, confetti, streamers and any other *fixed or loose* items are to be *completely* removed from all surfaces including the patio/deck.
- **Pool furniture and lounges** that you use are to be stacked and stowed in the pavilion.
- No debris is to be left around the pool area. Dispose of or remove all items appropriately.
- \* \_\_\_\_\_
- All **trash bags** are to be tied and removed to the bins under the pavilion near the gate. If those trash cans are full, the tied bags can be placed on top of or next to the trash cans. A clean trash bag is to be installed in the trash cans and they can be found in the clubhouse cabinet.
- \* \_\_\_\_\_
- **Bathrooms** are to be inspected and left clean and tidy.
- \* \_\_\_\_\_
- **Lock the bathrooms and the gate** before leaving.

*\*If your event occurs during regular pool hours, you are only responsible for the items your party uses and you are expected to monitor your own guests and take care of any issues that occur during your own event. The gate and restrooms will remain open so that residents and guests can use the general pool facilities. Your lifeguards are familiar with the pool rules.*

**The Key:**

- The key can be picked up 2 hours prior to your scheduled event time for decorating and set up.
- The key must be turned in within 24 hours of the end of the event. *(Example: If your event ends at 8:00 PM, you must return the key to the FWHOA representative no later than 8:00 PM the following day.)*
- It is the Renter's responsibility to contact the FWHOA representative and make arrangements ahead of time to pick up and return the key.

**Inspection of Premises:** Renter will be allowed to inspect the premises when the application is turned in to the FWHOA representative.

"I have inspected the premises with the FWHOA representative and have found them clean and ready for use. I have had the opportunity to ask questions and have been satisfied with the information I have received."

The following **existing damages/issues** were found and noted and *will not be my responsibility*:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature of Renter:** \_\_\_\_\_

**Hold Harmless Agreement and Use Agreement Statement:**

I release FWHOA and/or its agents from all damages, liabilities, losses and/or injuries that may occur as a result of this event agreement and, further, guarantee payment for all damages that may occur during my event.

I have read and agree to all the sections in this application in exchange for the opportunity to use the FWHOA Pool and Pool Facilities.

**Signature of Renter:** \_\_\_\_\_