

**PHEASANT CREEK H.O.A.**

128 Vision Park Blvd., Suite 110, Shenandoah, Texas 77384, (281) 296-9775

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DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

RE: **PHEASANT CREEK HOMEOWNER ASSOCIATION, INC.  
POOL RENTAL AGREEMENT**

Dear \_\_\_\_\_:

Enclosed please find the pool rental agreement for Pheasant Creek. Please forward the completed application and two (2) checks (A \$25.00 per hour usage fee and \$250.00 deposit). Checks need to be made payable to thge Pheasant Creek Homeowners Association, Inc.

Please contact Trident Aquatics to confirm your party. The phone number is (713) 416-5161. The payment for the guards may be made on the day of the party. There is a minimum requirement of two (2) lifeguards at a rate of \$25.00 per hour per guard (this is not included in the \$25.00 per hour user fee). Please conform the hours of the party prior to the day of the party. A check for the guards should be made payable to Cortez Pools and given to the guards before the party.

I hope your pool party goes well. Please remember that you are responsible for seeing that the area is clean following the party. Please call me if you have any questions.

Sincerely,

Allison Malandrucolo  
Property Manager  
(281) 296-9775

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## **POOL RENTAL AGREEMENT**

This Rental Agreement is made and entered into by and between **Pheasant Creek Homeowners Association, Inc.**, a Texas Coproation (hereinafter referred to as “**Association**” and

\_\_\_\_\_ (Print your name)

\_\_\_\_\_ (Address)

(hereafter referred to as “**Owner**”, whether one or more)

The Association does hereby agree to rent unto the Owner the Swimming Pool of the Pheasant Creek Homeowners Association. Owner shall be allowed access to and use of the facility on the following date(s) and time(s):

DATE \_\_\_\_\_ TIME: From \_\_\_\_\_ to \_\_\_\_\_

Use of the Pool and Pool facilities shall be subject to the Rules and Regulations of the the Board of Directors and AG of the Association. A Copy of which is attached hereto and made a part hereof.

Owner agrees to pay the Association a non-refundable fee of \$25.00 per an hour for the use of the Pool and the Pool facilities and hire two (2) lifeguards at a rate of \$25.00 per hour per guard (this is not included in the \$25.00 per hour user fee) from Trident Aquatics (713)416-5161. In addition to the fee for the usage of the Pool, Owner agrees to pay the Association a refundable security deposit of \$250.00

In the event of damage to the pool, rest rooms and pool equipment, or in the event the Owner fails to properly clean the pool area, amounts may be deducted from the security deposit to cover the costs of repair, replacement or cleaning of the facility or its furnishings. An itemized list of deductions will be provided to the Owner within ten (10) days after any cleaning, repairs or replacement of equipment are completed.

In the event that the security deposit is not adequate to cover the cleaning and or damages caused by the Owner or his guests, the Association shall make written demand on the Owner for any balance due after deductions have been made from the security deposit. If all sums due by the Owner are not paid within ten (10) days after demand, the Association may proceed with legal remedies.

In the event it becomes necessary for either the Association or Owner to employ an attorney to enforce or defend any of said party’s rights or remedies with respect to this Rental, any reasonable amounts incurred by said party provided, that if both parties are adjudged to have been in violation, each party shall pay its own attorney’s fees.

The Owner and his guests, and/or licensees use the Pool and Pool facilities at their own and sole responsibility and risk. The Association shall not be responsible for any accident or injury or other claim in connection with Owners use of the Pool or Pool facilities. The Owner covenants and agrees, for and in consideration of the use of the facility and to make no claim against the Association, nor its Board of Trustees, servants, agents, and/or employees, for or on account of any damages sustained as a result of or in connection with any such sue of the pool, and to defend and hold the Association, its Board of Trustees, servants, agents, and/or employees, HARMLESS from any claim made or cause of action whether for personal injury, property loss or any other type of claim arising out of or related to Owner's use of the Pool and Pool facilities.

It is stipulated and agreed that this Agreement is by and between the Association and the Owners only and no other person shall have any rights or claim hereunder. This Agreement and the Owner relative to the subject matter hereof. No oral agreements have been made. No variations, modifications or changes herein shall be binding upon any party hereto unless executed by said party or duly authorized agent of said party.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

PHEASANT CREEK  
HOMEOWNERS ASSOCIATION, INC.

OWNER(S)

\_\_\_\_\_  
By:  
Title:

\_\_\_\_\_  
Sign Name  
Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Printed Name:

Home Phone: \_\_\_\_ - \_\_\_\_\_

Work Phone: \_\_\_\_ - \_\_\_\_\_

Initial: \_\_\_\_\_