

Sherwood Manor Homeowners Association (SMHA) Agreement for Parties and Other Events

I, _____, hereafter known as user, agree as follows to the use of the Sherwood Manor Homes pool and pool area located at 100 W. Robinhood Drive; Stockton, CA. The user requests use of the pool and pool area for a (type of function) _____. This event will take place on (date) _____ from (starting time)_____ to (ending time)_____. (number) _____ people will be attending: _____ children and _____ adults.

For all events, the following will apply:

1. The user must be a Sherwood Manor Homes homeowner, renter of a Sherwood Manor home with proof of residence, or have paid for a summer pool membership.
2. Any homeowner with an outstanding balance on annual dues or fines is not allowed to use the pool or host a party or other event.
3. The user must be present at all times during the event.
4. User and/or user's guests shall not disturb, annoy, endanger, or interfere with other pool goers or neighboring homeowners.
5. The user and user's guests must adhere to the SMHA pool rules. The user will receive a copy of the pool rules at the signing of this agreement and is responsible for ensuring user's guests comply with the rules.
6. User and/or user's guests shall not use the premises for any unlawful purposes, nor violate any laws or ordinances.
7. User and/or user's guests shall keep the premises, furniture, and fixtures in good order and condition. User will pay for any damages caused by negligence or misuse by user or user's guest(s).
8. Alcohol, illegal substances, any type of smoking or vaping, and weapons are not allowed on the pool premises, including the pool lawn area. Smoking or vaping must comply with city park ordinances and, at a minimum, be no closer than 20 feet from the exterior fencing of the pool premises.
9. No pets are allowed in the pool and/or the pool lawn area with the exception of service animals.
10. PA or voice amplification systems may not be used.
11. Music volume is at the discretion of the lifeguards.
12. All waste/trash shall be properly disposed of by user.
13. Inflatable jumping houses, ball houses, trampolines or other party structures cannot be brought into the pool area, including the pool lawn area.
14. Any needed cleanup must be completed prior to pool closing, and all events are to be over with user and user's guests ready to exit the premises by pool closing time. Any closing delays and consequent additional costs for lifeguards will be charged to the user.
15. The user and all guests shall follow the directions of the SMHA lifeguards. Failure to do so will result in cancellation of the use agreement and termination of the event. Fees will not be refunded.
16. If any legal action is brought by either party to enforce any part of this agreement, prevailing party shall recover, in addition to all other relief, reasonable attorney fees and costs.
17. User shall hold harmless and indemnify Sherwood Manor Homes Association, SMHA directors and employees, and the SMHA property management company from any and all claims that may arise from the use of the pool and pool area.

Fees:

1. Dependent upon the number of guests, there may be a charge for additional lifeguards during normal pool hours. One lifeguard is required for up to 24 swimmers, two lifeguards for 25 or more. The cost for each additional lifeguard is \$20.00 per hour, payable in advance.
2. There is a required pool fee of \$50.00 for 1-20 guests, \$75.00 for 21-30 guests, and \$2.00 for each additional guest up to 20 additional guests. The fee for over 50 people shall be determined by the Board. These fees are paid in advance and are not refundable.

3. Any additional guests over and above the stated amount in the contract will be charged \$2.00 per person, not to exceed 5 additional guests. These fees will be collected by the lead lifeguard.

A separate check in the amount of \$100.00 must be deposited with the SMHA management company prior to the event. This \$100.00 is a refundable security deposit. Sherwood Manor may use this deposit in part or in full as necessary to remedy any damages caused by user or user's guests, and/or to clean premises upon termination of use by user. Refunded amount of security deposit, if any, together with an itemized accounting of funds spent shall be mailed to the user at the listed address within 10 days of the event. Any costs for damages or cleaning expenses beyond \$100 will be billed to the user.

I agree to comply with all rules/policies as stated in this agreement.

User Printed Name _____ Homeowner Renter Summer membership

User Signature and Date: _____

User address (Renter must show proof of residence, ex: water bill, etc.): _____

Mailing address if different (for homeowner or summer membership holder): _____

Pool Rules Received: (User Initials) _____

Fees Received by SMHA: Lifeguard: _____ Pool by # of guests: _____ \$100 security deposit: _____

Description of condition of pool and pool property after the event: _____

Amount of security deposit refunded with explanation if any funds retained: _____

Any additional fees charged to user and explanation for fees: _____

SMHA authorized person: _____
Signature and Title _____ Date _____