

## APPLICATION FOR PRIVATE PARTY

The undersigned hereby requests exclusive use of the Burning Tree Homeowners Association (BTHA) swimming pool facility to host a private party to be held between the hours of 5:00 PM and 9:00 PM on \_\_\_\_\_, 202\_\_ .

The undersigned anticipates \_\_\_\_\_ people at the party. BTHA insurance mandates that at least one certified lifeguard is on duty for all private parties. Certification of the lifeguard is required according to BTHA Lifeguard Qualifications. Once a party reservation is approved and scheduled, a lifeguard will be arranged by our Pool Contractor, John O'Donnell, at All Star Pools, Inc. at a contracted rate of \$20/hour per lifeguard. The party host is responsible for paying the lifeguard at the conclusion of the party. Please bear in mind that lifeguards are not responsible for any clean up (any help they offer is at their discretion).

Tendered herewith is \$125.00 to act as a deposit. \$100.00 of the initial deposit shall be nonrefundable and go towards the maintenance, chemicals of the pool, and reservation of the pool; the remaining amount of the deposit will be returned pending satisfactory clean-up, repair or restoration of the facility, and settlement of any and all claims associated with improper use of the facility. **PLEASE MAKE 2 CHECKS PAYABLE TO BURNING TREE HOMEOWNERS ASSOCIATION: ONE FOR \$25 WHICH IS REFUNDABLE NOTING ABOVE CONDITIONS OF CLEANUP AND ONE FOR \$100, WHICH IS NONREFUNDABLE TO COVER THE POOL CHEMICALS, MAINTENANCE, and RESERVATION. Confirm pool reservation date with pool party coordinator, Liz DeGroot, at [ldegrood@aol.com](mailto:ldegrood@aol.com). Deliver both checks to Liz DeGroot, at 75 Spyglass Drive. Private parties will not be added to the official party reservation schedule until BOTH deposit checks are received along with signed party application form.**

The undersigned acknowledges and affirms that he or she:

1. Is a member in good standing of the BTHA and has read and understands the rules governing use of the pool and will enforce them during the course of the party.
2. Is solely and completely responsible for the actions of all persons at the pool facility during the course of the party and for all of the pool area.
3. Holds harmless and indemnifies the BTHA and its members, Board of Directors, and Swimming Pool Committee, both corporately and individually, for any damages resulting from injury, loss of life or property, or loss of personal property as a result of the private party.
4. Will **clean up the pool facility (including restrooms)** and repair or restore any property damage resulting from the party to the satisfaction of the Pool Chairman or pay for same as directed by the Pool Chairman first **using the deposit** to pay someone to clean said areas. This includes returning all pool equipment to its storage location, including stacking lawn furniture. If water balloons or cutlery are found in skimmers or main filter, the deposit will be used for the unscheduled cleaning of system.
5. Agrees to reimburse the BTHA for any costs of collection including, but not limited to, legal fees for expenditures due to clean up, property damage or loss, personal injury or loss of life, and pay interest on the amount due of 18% per annum.

Name: \_\_\_\_\_ Address/Phone: \_\_\_\_\_

Member

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Member

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Pool Committee Representative