

Terms and Conditions for use of the

Providence Lake HOA Pool

- 1) **THE PROVIDENCE LAKE HOMEOWNERS ASSOCIATION**, located at 13265 Providence Lake Drive Milton, GA 30004, hereinafter called "lessor", hereby grants to Providence Lake Resident requesting the reservation, hereinafter called "lessee", the non-assignable right to use that portion of the Providence Lake Homeowners Association facility known as the swimming pool and/pavilion. Said right of use and occupancy to be solely for the following purpose:

2.LIFEGUARD REQUIREMENTS

The number of lifeguards will be determined by the following criteria:

- One lifeguard is recommended for events with 15 or more youth under the age of 18.
- **A lifeguard is required for events with 25 or more youth under the age of 18 (regardless of intent to swim).**
- The lessee is responsible for hiring and paying for lifeguards. Suggestions can be found in Exhibit B, but by no means is the HOA endorsing these companies.
- Lifeguards must possess active Lifeguard and CPR certifications.

3. REQUIRED SECURITY DEPOSIT

While reservations no longer require residents to make a cleaning/damage deposit, they (Lessee) are responsible for proper clean-up, which is the sole responsibility of the lessee, and to provide reimbursement for repair or replacement of lessor's property or equipment required because of damage sustained incident to lessee's use of the premises. These expenses will be charged to the resident's account with the management company and treated as any other outstanding amount that is owed to the HOA (e.g. Fines, Interest, Collection Costs, etc.).

4. POOL IS OPEN TO OTHER RESIDENTS AND THEIR GUESTS DURING YOUR FUNCTION.

5. NO GLASS IS PERMITTED WITHIN THE ENCLOSED POOL FENCE AREA.

6. CLEAN-UP IS TO BE COMPLETED BEFORE EVENT END TIME NOTED ABOVE. By accepting this lease the lessee agrees to remove from the facility all remnants of the event. Lessee is responsible for removing all trash from the receptacles on premises. Trash bags should be placed within the appropriate commercial bin located behind the Clubhouse. Any decorations must be removed. All furniture must be returned to its original location and straightened up. All tables, counters and chairs must be wiped down and free of any food/beverage debris/stains. Ensure no food/crumbs remain on the pavilion or pool decks as they will attract wildlife/bugs. **If cleaning/trash removal is not performed at all or is inadequately performed, a cleaning fee of \$50/hour will be charged.**

7. INDEMNITY Lessee, by accepting this lease, agrees to release lessor, its officers, directors, Management company and its employees from all damages and claims of every kind, whether to person or to property, arising incident to the lessee's use of the premises or arising during the lessee's use of the premises and lessee agrees to hold the lessor, its officers, directors, Management company and its employees harmless from any damage, claim, lawsuit, or judgment sustained by lessee or any of its agents, employees, invitee, guests or any other person, including caterers, on the premises incidental to or during the time of the lease, and to indemnify the lessor, its officers, directors, Management company or its employees against any and all claims, demands, lawsuits or judgments arising from the negligence of the lessor, its officers, directors, Management company or its employees.

8. CONDUCT OF HOMEOWNER AND GUESTS The lessee is solely responsible for the conduct of their guests during the time of the event. **The lessee must be present on the premises at all times during the event time frame.** Lessee and lessee's guests are required to observe and adhere to all rules and regulations of the lessor regarding use of and conduct on the leased premises.

9. TERMINATION The use of the leased premises shall be subject at all times to the control and supervision of the association, who may, without notice to lessee, demand cessation of any function and request guests to leave the premises if the rules and regulations are not observed. The lessor, its officers, directors, Management company or its employees shall have the right to terminate this lease agreement for any reason and this lease agreement shall be null and void. In the event this lease agreement is terminated by lessor, its officers, directors, Management company or its employees during the event time frame, the above reservation deposit shall be forfeited to lessor.

By completing the reservation request, the Lessee agrees to all terms and conditions listed, as well as all Pool Rules as listed within Exhibit A.

EXHIBIT A

PROVIDENCE LAKE SWIMMING POOL AND RECREATION AREA RULES AND GUIDELINES INTRODUCTION:

- A. The safety and enjoyment of the members of Providence Lake is the primary concern in the operation of our pool and recreation area. If we show courtesy and consideration for others in the use of our facilities, few rules and guidelines will be needed.
- B. Weapons are not permitted in the recreation area.
- C. Homeowner must be current on association fees to use

Any violation of the rules will result in a suspension of privileges.

SWIMMING POOL RULES

THESE FACILITIES ARE FOR THE USE OF THE HOMEOWNERS OF THE PROVIDENCE LAKE HOMEOWNERS ASSOCIATION. SWIM AT YOUR OWN RISK. THERE ARE NO LIFEGUARDS ON DUTY. PROVIDENCE LAKE HOMEOWNERS ASSOCIATION ASSUMES NO RESPONSIBILITY FOR ACCIDENTS.

POOL HOURS: Every day: 9 a.m. to 9:00 p.m.

A RESPONSIBLE ADULT MUST ACCOMPANY ANYONE UNDER THE AGE OF EIGHTEEN (18) YEARS OF AGE. Residents under the age of eighteen (18) that are certified for "Water Safety Level 3" or "Lifeguard" from Red Cross or YMCA can present the certificate to the Homeowners Association or Pool Committee for review prior to using the pool.

1. Shower before entering the water.
2. Proper swim attire must be worn.
3. Children shall not use the pool without an adult in attendance.
4. Adults should not swim alone.
5. All children three years old and younger and any child not potty-trained must wear snug fitting plastic pants or a water resistant swim diaper.
6. Persons with skin disorders, colds, or any other infections or diseases are not permitted in the pool.
7. Do not swim if you have had diarrhea within the past two weeks.
8. Do not swallow the pool water.
9. No diving.
10. No dunking, spouting water, running, scuffling, or horseplay will be permitted in the pool or pool area.
11. No games will be played in the pool that bother or annoy other persons present.
12. No smoking within the pool fenced area.
13. No profanity, improper behavior, or vulgar remarks are permitted.
14. Food and drinks are allowed on the pool deck
15. No food or drinks in the pool.

16. Absolutely no glass containers in the pool area.

- 17. No bicycles, skates, skateboards, or other such devices are permitted within the pool area.
- 18. Inflatable devices, no larger than the body, will be permitted in the pool, but only when space permits.
- 19. No animals are allowed in the pool or pool enclosure, except service animals are allowed on the deck.
- 20. Do not swim if the suction outlets are missing, broken, or not clearly visible from the deck.
- 21. A person whose ability is impaired by alcohol or drugs is not permitted in the pool or pool area.
- 22. The gate must be kept closed and locked for insurance and control purposes.

Exhibit B

Lifeguard Services for Hire

Providence Lake Homeowners Association is not associated with and does not endorse any of the companies and/or individuals listed below. They are provided for reference only.

1) Happy Swimmers USA

- 866-530-4117
- clientcare@happyswimmers.com
- https://www.happyswimmers.com/metro_service/lifeguard-service/atlanta-lifeguard-for-hire-service/

2) AquaMobile

- <https://aquamobileswim.com/p/lifeguards-for-hire-in-alpharetta-ga/>
- 1-888-950-7946
- info@aquamobileswim.com