

**HOMESTEAD FARM HOMEOWNERS ASSOCIATION  
POOL RENTAL AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between HOMESTEAD FARM HOMEOWNERS ASSOCIATIONS (hereinafter "Association") and \_\_\_\_\_ (hereinafter "Lessee").

**WITNESSETH**

WHEREAS, Association is the owner of a swimming pool and related area facilities located at 7311 South Glencoe Way, Centennial, Arapahoe County, Colorado (hereinafter "swimming pool"), and

WHEREAS, Lessee desires to rent the swimming pool for a specific period of time and Association agrees to said rental under certain agreed terms and conditions.

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

1. Lessee, upon execution of this agreement, shall pay Association a \$50.00 use fee for the swimming pool rental and \$100.00 as a damage deposit. Lessee agrees that is shall have \_\_\_\_ lifeguards present during said rental period, which must be employed by the Association. The arrangements and payment for said lifeguards shall be made directly between Lessee and the lifeguards. Either party shall have the right to cancel or terminate this agreement upon 1 day notice, in writing to the other party. In the event of a cancellation, the use fee and damage deposit shall be refunded to the Lessee if another party rents the pool for the same date and time, or if the rental is canceled by the Association. If another party does not rent the swimming pool upon cancellation by Lessee, \$15.00 of the usage fee shall be retained by the Association to compensate the Lifeguards.
2. Unless terminated or cancelled by either party to this Agreement Lessee shall have the right to the use of the swimming pool on the \_\_\_\_ (day) of \_\_\_\_ (mo.), \_\_\_\_ (year) from \_\_\_\_ o'clock p.m. to \_\_\_\_ o'clock p.m.
3. Lessee hereby assumes all risk of loss or damage to property from any cause, arising from any occurrence in, upon, or at the swimming pool or any part thereof. At the expiration of the time period set forth in paragraph (2) above, Lessee shall leave the swimming pool in good order, condition, and repair and in a neat and orderly condition. Association shall inspect the swimming pool within one day after said use by Lessee to determine whether or not Lessee has complied with this Agreement. In the event of compliance, as determined by said inspection, Association shall refund to Lessee the \$100.00 damage deposit. Otherwise, and in the event of loss of or damage to property, Lessee, at the option of Association, shall:
  - a. Place the same in good repair; or
  - b. Replace the same with like property in good repair.

In the event of said loss or damage to property, Association may use, apply, or retain all or any part of the damage deposit towards the cost of repair or replacement of the property. If the loss or damage exceeds said deposit, Lessee shall remain liable for the balance of the Association's claim. Any portion of the damage deposit which has not been so applied by the Association will be returned to Lessee.

4. Lessee shall be bound by and shall observe Association's rules and regulations concerning the use of the swimming pool. Lessee shall not violate any of the laws of the County, State, and Federal governments. Lessee shall not use any loud speakers or amplifiers in such a manner as to be a disturbance to the neighborhood. In the event of any violation of this paragraph, Association shall have the right to immediately cancel this Agreement without notice to Lessee, to retain or apply the use fee or damage deposit, as set forth in the Agreement, or to exercise any other rights it may have under this Agreement.
5. Lessee shall indemnify the Association and save it harmless from and against any and all claims, actions, damages, liability, and expenses, including attorney fees, in connection with loss of life, personal injury, or damage to property arising from any occurrence in, upon, or at the swimming pool or any part thereof.
6. In consideration of the Association's leasing or rental of the swimming pool to Lessee, Lessee hereby agrees that the Association shall not be liable to Lessee, its heirs, or legal representatives for any damages of any kind to Lessee, or to any third party arising from or out of any occurrence in, upon, or at the swimming pool, or for any act or omission on the part of any agent or contractor of the Association.

HOMESTEAD FARM HOMEOWNERS ASSOCIATION, BY: \_\_\_\_\_

LESSEE: \_\_\_\_\_