

**TANGLEWOOD FOREST LIMITED DISTRICT
RESERVATION AND USE AGREEMENT
(POOL HOUSE)**

1. I _____, (“User”) request that Tanglewood Forest Limited District (“District”), a political subdivision of the State of Texas, reserve for me, as the User, the District’s Pool House located at 9809 Curlew Drive, Austin, Texas (“Premises”) on the date and for the hours set forth below (the “Agreement”). This Agreement is subject to both the District’s Swimming Pool Rules and Regulations and all User fees associated with User’s use of the Premises and the Pool. It is understood that the Premises are leased "as is" without warranty and without representations by the District as to the suitability of the Premises for the User's intended use.

2. User's Obligations:

A. User shall use the premises in an orderly and proper manner and so as not to annoy, disturb, or be offensive to others within the District’s Swimming Pool area or immediate vicinity.

B. All garbage, debris, or other waste material shall be removed from the Premises immediately upon completion of the User’s event.

C. No items may be stapled or nailed to the walls. No confetti, glass containers, bubbles, silly string, or birdseed are allowed inside the Pool House.

D. No alcohol is allowed on the Premises.

E. All furniture must be returned to its original location at the conclusion of User’s event.

F. Maximum occupancy of the Pool House is 20 persons. Under no circumstances may the number of participants in at an event at the Pool House exceed this number.

G. User shall pay a rental fee of \$75 per hour, with a two hour minimum and a four hour maximum use time. Additionally, User shall pay a deposit of \$250 in order to reserve the Pool House for the use. The deposit, less any fees for cleaning or repair of the Premises, will be refunded to the User within 45 days after the User’s event. Should the attendees wish to use the swimming pool, the pool’s daily use fee will apply to all of those persons who do not have a District Pool Tag.

H. The Pool House is available for rental between the hours of 8 a.m. and 10 p.m. seven days per week. The Pool House is not available for rental on the following holidays: New Year’s Day, Easter Sunday, Memorial Day, July 4th, Labor Day, Halloween, Thanksgiving, Christmas, and New Year’s Eve.

3. **USER HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE DISTRICT, DISTRICT’S OFFICERS, AGENTS, DIRECTORS, AND EMPLOYEES (“INDEMNIFIED PARTIES”) FROM ALL CLAIMS, DEMANDS, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY’S FEES) INCLUDING, BUT NOT LIMITED TO, THOSE FOR DEATH, FOR PERSONAL OR BODILY INJURIES, OR FOR PROPERTY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PREMISES BY USER OR ARISING OUT OF ANY ACTS OR OMISSIONS OF USER, HIS OR HER EMPLOYEES, RELATIVES, AGENTS, REPRESENTATIVES, GUESTS OR INVITEES, INCLUDING THOSE DUE IN PART OR IN WHOLE TO THE NEGLIGENCE OF ANY OR ALL OF THE INDEMNIFIED PARTIES.**

4. User shall, upon demand, immediately reimburse the District for any damages to the Premises.

5. User is prohibited from assigning or transferring this Agreement.

6. User's event in the Pool House will be _____ (day and date) from ____ to ____ a.m./p.m.(time) with ____ (number of) guests. By signing this Agreement, User understands that he or she is required to have responsible adults (at least 18 years or older) chaperone this event during the above-written and approved time. User also agrees to have no more than the number of guests listed above at User's event. User understands that the chaperone-to-guest ratio must be at least 1:15.

In witness whereof, the parties hereto have executed this Agreement on the ____ day of _____, 2018 by affixing their signatures below:

By: _____
Lauren DeWilde
District's General Manager

By: _____
User
Printed Name: _____
Address: _____

Email: _____

Please submit to: Lauren DeWilde, General Manager
c/o Tanglewood Forest Limited District