



Phone: 334-277-5551

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**THE WATERS ASSEMBLY VENUE RENTAL AGREEMENT**

*Reservations are not confirmed until all payments are made and proper paperwork is in place.*

| Venue   | Rental Fee | Security Deposit | Cleaning Fee (non-refundable) |
|---|------------|------------------|-------------------------------|
| Lucas Point Pavilion/Grill (No Pool Access)                     | \$75       | \$25             | N/A                           |
| Marina  | \$100      | \$25             | N/A                           |
| Blue Heron Pool Club - Pavilion/Pool (April 15- Oct 15)         | \$200      | \$25             | N/A                           |
| Blue Heron Pool Club - Pavilion/Pool/Kitchen (April 15- Oct 15) | \$225      | \$25             | \$50                          |
| Blue Heron Pool Club - Pavilion (Oct 16 – April 14)             | \$100      | \$25             | N/A                           |
| Blue Heron Pool Club - Pavilion/Kitchen (Oct 16 – April 14)     | \$175      | \$25             | \$50                          |

Rental Fee cannot be waived. Payments must be received from The Waters Assembly Members only. The Waters Assembly Member must be in good standing to be eligible to make a reservation for any venue. Cash and Credit Cards are NOT accepted. Security Deposit and the Rental Fee / Cleaning Fee checks should be made payable to The Waters Assembly. Separate checks are required for Security Deposit and the Rental Fee / Cleaning Fee. To make reservations, a rental agreement must be completed and payments received by The Waters Assembly Staff at least 2 weeks prior to event. Reservations are not confirmed until all payments are made and proper paperwork is in place.

Lucas Point Pavilion/Grill and Marina are available in four (4) hour increments.

The Blue Heron Pool Club Pool/Pavilion/Kitchen are available for rental at the following times:  
Tuesdays: 8am-12pm, 1pm-5pm, & 6pm-10pm.

THE WATERS ASSEMBLY MEMBER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

TODAY'S DATE: \_\_\_\_\_

DATE OF EVENT: \_\_\_\_\_

TIME RESERVED: \_\_\_\_\_

TYPE OF EVENT: \_\_\_\_\_

ACTUAL TIME OF EVENT: \_\_\_\_\_

# OF GUESTS: \_\_\_\_\_

FOOD & BEVERAGE: YES/NO CATERER: \_\_\_\_\_

INSURANCE INFORMATION: \_\_\_\_\_

(If yes, please refer to Rental Agreement information and Rules & Regulations.)

WILL ALCOHOL BE SERVED: YES/NO If yes, date insurance submitted: \_\_\_\_\_

(If yes, please refer to Rental Agreement information and Rules & Regulations.)

RECEIVED A COPY OF THE RULES AND REGULATIONS: \_\_\_\_\_

MEMBER SIGNATURE and DATE

Post Event Checklist for Homeowner:

If at any time the venue or restroom facilities require attention for maintenance or cleaning issues, please notify The Waters Assembly at 334-277-5551.

- The Waters Assembly Member must take trash and any personal items away with them at the end of the event.
- Items used for decorating must be removed and/or properly disposed of. Any damage to The Waters Assembly property will be the responsibility of The Waters Assembly Member.
- Food items must be removed and/or properly disposed of.
- Kitchen Door needs to be locked, the fireplace turned off, and lights turned off.

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Please note the following important information:

- Make note that the Blue Heron Pool Club may only be reserved for private parties on Tuesdays: 8am-12pm, 1pm-5pm, & 6pm-10pm.
- Reservations are available to Members of The Waters Assembly. Management may request proof of residency before a reservation can be made. Reservations will not be made for Members with outstanding HOA dues.
- For information on how to rent a venue, contact The Waters Assembly at 334-277-5551 or e-mail [TheAssembly@TheWatersAL.com](mailto:TheAssembly@TheWatersAL.com). If you are e-mailing your request, please put "Venue Reservation" in the subject line. Email request does not confirm the requested reservation. Members must comply with all reservation guidelines for a reservation to be confirmed. A rental agreement, Security Deposit and the Rental Fee / Cleaning Fee must be on file for the reservation to be confirmed. Separate checks are required for the Security Deposit and the Rental Fee / Cleaning Fee and must be made payable to The Waters Assembly. Credit cards and cash will NOT be accepted.
- The Waters Assembly Rules & Regulations must be followed by everyone attending events. Failure to adhere to these rules may cause the loss of privileges. Member signing the rental agreement **must be present for the duration of the event**.
- Set up and take down time for an event is a part of the reserved time. Therefore, any time needed to set up or take down for an event must be within the designated reservation time. Members will be allowed access to the venue only during their designated reservation time. No exceptions.
- Cancellation of Reservations – In the event that The Waters Assembly Member is not going to be able to use the amenities as reserved, the Member must notify The Waters Assembly at 334-277-5551 or [TheAssembly@TheWatersAL.com](mailto:TheAssembly@TheWatersAL.com) at least 48 hours in advance. If Management does not receive appropriate notification of the cancellation, the homeowner will forfeit the Security Deposit, and the Cleaning Fee if applicable.

**HOLD HARMLESS AGREEMENT**

I, \_\_\_\_\_ am a Member of The Waters Assembly, Incorporated and am desirous of using an amenity for an event to be supervised by me and my appointees; I have received and agreed to the items listed above and the attached Rules & Regulations of The Waters Assembly. I further agree to indemnify and hold harmless The Waters Assembly, New Waters, LLC, New Waters Realty, its Directors, its Members, its Employees, its Agents, the Developer, its Agents and its Employees from any and all claims, losses, suits, damages, judgments, expenses, costs, and charges of every kind and nature, from any injury and damage to me or my guests resulting from the use of the amenities.

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assembly Member's Address

**Rules & Regulations for The Waters Assembly**  
**Marina Gathering Room, Lucas Point Pool Pavilion and Blue Heron Pool Club**

1. To reserve a venue, the Member of The Waters Assembly must be in good standing and must be present for the length of the function.
2. The Waters Assembly Member's check, in the amount of the rental fee and cleaning fee made payable to The Waters Assembly, is a non-refundable usage fee. Payable at time of reservations. The security deposit may be refundable if the venue is left in good order.
3. The Lucas Point pool CANNOT be reserved, only the pavilion and grilling area.
4. All major holidays (and any dates reserved for The Waters Assembly events) are set aside for neighborhood events and venues cannot be reserved.
5. Set-up and decorating is the responsibility of the renter. No nails or tacks are allowed to be put into the walls. Nothing is to be tied to the ceiling fans. Any damage to The Waters Assembly property is the responsibility of The Waters Assembly Member.
6. The renter shall sign acknowledgment of the Rules and Regulations at the time of reservation.
7. The renter provides for cleanup. Any time needed to set-up or take down for an event must be within the designated reservation time. Members will be allowed access to the venue only during their designated reservation time. No exceptions.
8. The Waters Assembly Member, at the end of the event, must remove all trash offsite from the event. If trash is not properly disposed of, the Member will forfeit the security deposit.
9. The security deposit will be refunded only if the venue is left in proper order after the event.
10. Four-hour rental periods only.
11. If the event is catered, the renter must provide insurance information on the caterer to The Waters Assembly.
12. Rental fees are refundable if cancellation is made prior to 48 hours before the event. If cancellation occurs within the 48 hours up to the event, cleaning fees are not refunded.
13. NO SMOKING or VAPING ON THE PREMISES.
14. NO ALCOHOL ALLOWED. Exceptions may be made but must be approved and liquor liability insurance will be required.
15. Food and drink (NO ALCOHOL) allowed. No glass containers allowed.
16. All Rules and Regulations are in effect – NO EXCEPTIONS.
17. Children and youth groups must have one adult to every ten children.
18. For The Marina and The Lucas Point Pool Pavilion, music must end at 10pm and must be vacated by 11pm.
19. Blue Heron Pool Club must be vacated by 10:00pm.
20. Reservations need to be made a minimum of 2 weeks in advance.

## **POOL AND BEACH RULES AND REGULATIONS**

1. In case of an emergency, call 911.
2. Access to the pool area is by use of a Resident Card only.
3. Members may have no more than four (4) guests per household at any one time.
4. Members, their families and guests shall use the pool AT THEIR OWN RISK. Members understand that THERE IS NO LIFEGUARD AT THE POOL.
5. All guests MUST be accompanied by a Member of The Assembly age 14 or older. All Members must have their Resident Card with them when using the pool and must present it to the Management Team or its designated party, if asked.
6. Swimming is allowed from 7:00am at the Lucas Point Pool and 8:00am at the Blue Heron Pool Club to 9:00pm at both locations. SWIM AT YOUR OWN RISK.
7. No diving.
8. No running, pushing, foul language, boisterous behavior, or general rough-housing permitted in or around the pool.
9. No loud music allowed. Electronics may be used as long as they do not cause a disturbance to others.
10. Minors under the age of 14 must be accompanied by a responsible adult. Minors under the age of 7 require the presence of a parent or guardian. Non-swimmers of any age must not enter the deep area.
11. Persons with contagious or infectious health conditions are not permitted in or around the pool.
12. Pets or animals are not allowed, except for the aid of the physically impaired.
13. No glass containers/articles, sharp metal objects or hazardous objects are permitted in/or around the pool.
14. Gum, tobacco and vaping are not allowed in/or around the pool.
15. No smoking or vaping in/or around the pool or pool deck or pavilion. Violators will be asked to leave and may cause the loss of pool privileges.
16. Food and drink are allowed, but cannot be taken within five (5) feet of the pool or lake. No food or drinks in the pool. All litter must be properly disposed of.
17. Shower before entering the pool. All sand must be washed off in the foot-wash station before entering the pool.
18. Street clothes and shoes are not allowed in the water.
19. Swim diapers must be used on all toddlers at the pool.
20. DO NOT move furniture from the pool deck. Return all pool furniture to a neat and orderly arrangement after use.
21. All trash should be placed in trash receptacles.
22. All toys, play equipment, flotation devices, personal items, etc., must be taken with Member. The Waters Assembly is not responsible for any lost or missing items.
23. Members must close all umbrellas upon departure to prevent damage to umbrellas.
24. Management reserves the right to adjust or add any rules as needed without notice.

**The Waters Management has the right to ask any party to leave for non-compliance with the above rules. Failure to adhere to these rules may cause the loss of pool privileges.**

**Liability Insurance is required if alcohol is being served. NO EXCEPTIONS.** Contact your insurance agent or you may purchase the insurance online at [Wedsafe.com](http://Wedsafe.com). Please see the sample below. The certificate holder listed as additionally insured should read as follows:

The Waters Marina  
 The Waters Assembly, New Waters, LLC and New Waters Realty  
 2239 Marler Road  
 Pike Road, AL 36064

| <b>ACORD<sup>TM</sup></b>   |   | <b>CERTIFICATE OF LIABILITY INSURANCE</b> |          | DATE (MM/DD/YYYY)   |                            |                        |  |
|---|---|---|----------|---|----------------------------|------------------------|--|
| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.   |   |   |          |   |                            |                        |  |
| <b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).  |   |   |          |   |                            |                        |  |
| PRODUCER  | CONTACT NAME: _____<br>PHONE: (A/C, No. Ext. _____) FAX: (A/C, No. _____)<br>E-MAIL _____<br>ADDRESS: _____<br>INSURER(S) AFFORDING COVERAGE _____ NAIC # _____   |   |          |   |                            |                        |  |
| INSURED   | INSURER A: _____ 23787<br>INSURER B: _____<br>INSURER C: _____<br>INSURER D: _____<br>INSURER E: _____<br>INSURER F: _____  |   |          |   |                            |                        |  |
| <b>COVERAGES</b>  |   | <b>CERTIFICATE NUMBER:</b> WS00143266     |          | <b>REVISION NUMBER:</b>   |                            |                        |  |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.   |   |   |          |   |                            |                        |  |
| INSR LTR  | TYPE OF INSURANCE   | ADDL INSD                                 | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YY)      | POLICY EXP (MM/DD/YY)  | LIMITS   |
| A   | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Host Liquor Liability Included<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: _____ | <input checked="" type="checkbox"/>       |          |   | 07/25/2015<br>12:01 AM EDT | 07/26/2015<br>12:01 AM | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$5,000,000<br>PRODUCTS-COMP/OP AGG \$1,000,000<br>LEGAL LIAB TO PARTICIPANTS _____ |
|   | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS<br>Not provided while in Hawaii  |   |          |   |                            |                        | COMBINED SINGLE LIMIT (Ea Accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)  |
|   | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION  |   |          |   |                            |                        | EACH OCCURRENCE<br>AGGREGATE   |
|   | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br><input type="checkbox"/> ANY PROPRIETORSHIP/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |   | N/A      |   |                            |                        | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT   |
| <b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</b><br>Event Type: A private party; Honorees: Jonathan Ratliff, Candice Brooke Hansen; Event Date: 07/25/2015; Location: The Waters Marina.<br>If the event continues past 12:01 am at the location named on the certificate of insurance, such continuation shall be considered as the event date. The event includes set up and break down, at the event location, that occurs no more than 24 hours prior to the event or 24 hours after the event. The event also includes the rehearsal or rehearsal dinner if scheduled within 48 hours of the event, if the event is a wedding.<br>Liquor Liability (as provided by CG 00 01 04 13) applies only if the insured is not in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.<br>Property Damage Liability, as provided by this policy (including Damage to Premises Rented to You), is subject to a \$1,000 per occurrence deductible.<br>The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured. |   |   |          |   |                            |                        |  |
| <b>CERTIFICATE HOLDER</b>   |   |   |          | <b>CANCELLATION</b>   |                            |                        |  |
| The Waters Marina<br>The Waters Assembly, New Waters, LLC and New Waters Realty as Additional Insureds.   |   |   |          | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE _____ |                            |                        |  |