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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
Boathouse	\$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 Boathouse 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

Rules & Regulations for The Waters Assembly
Boathouse, 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 are 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 Boathouse 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. Please see the sample below. The certificate holder listed as additionally insured should read as follows:

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

ACORDTM		CERTIFICATE OF LIABILITY INSURANCE				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.							
IMPORTANT: 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: _____ PHONE: (A/C, No. Ext. _____) FAX: (A/C, No. _____) E-MAIL _____ ADDRESS: _____ INSURER(S) AFFORDING COVERAGE _____ NAIC # _____						
INSURED	INSURER A: _____ 23787 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____						
COVERAGES		CERTIFICATE NUMBER: WS00143266		REVISION NUMBER:			
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____	<input checked="" type="checkbox"/>			07/25/2015 12:01 AM EDT	07/26/2015 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG \$1,000,000 LEGAL LIAB TO PARTICIPANTS _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS Not provided while in Hawaii						COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE _____ RETENTION _____						EACH OCCURRENCE _____ AGGREGATE _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORSHIP/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A				PER STATUTE _____ OTHER _____ E.L. EACH ACCIDENT _____ E.L. DISEASE - EA EMPLOYEE _____ E.L. DISEASE - POLICY LIMIT _____
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Event Type: A private party; Honorees: Jonathan Ratliff, Candice Brooke Hansen; Event Date: 07/25/2015; Location: The Waters Marina. 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. 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. Property Damage Liability, as provided by this policy (including Damage to Premises Rented to You), is subject to a \$1,000 per occurrence deductible. 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.							
CERTIFICATE HOLDER				CANCELLATION			
Waters Lakes LLC, The Waters Assembly and New Waters Realty 2239 Marler Road Pike Road, AL 36064				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE _____			