



Pool After Hours Use

Reservation & Rules

March 2024

CANAL RUN HOMEOWNERS ASSOCIATION, INC.
Pool After Hours Use Request Form

Today's Date: _____

Name: _____

Mailing Address: _____

E-mail: _____

Phone: _____

Requested Date to use the Pool after hours: _____

Approximate number of people attending: _____

Description of the event:

Please send the completed reservation form, a signed copy of the Pool After Hours Use Reservation Agreement along with the rental fee, lifeguard fee, and the refundable damage/cleaning deposit to the following address:

Jordan Ritter
Property Management People
92 Thomas Johnson Drive., Ste. 170
Frederick, MD 21702
Jordan.ritter@pmpbiz.com

Canal Run

Pool After Hours Use Reservation Request

The ability to use the pool after hours is an amenity available to owners/residents of Canal Run. Prior to completing the above form and submitting payment please contact Kyle Thomas with PMP (kyle.thomas@pmpbiz.com) to ensure that the pool is available when you need to use it. To ensure that lifeguards can be scheduled for your event, your event must be submitted and approved two weeks prior to the date of the event.

Use of the clubhouse is not covered under this agreement. If you wish to reserve the clubhouse at the same time you must fill in the clubhouse request form. If you reserve both the pool and the clubhouse, you will need to submit only one refundable damage/cleaning deposit to cover the event.

Availability:

Due to potential concerns with noise, the ability to reserve the pool for after-hours use is limited to 8:00PM to 11:00PM, Friday and Saturday nights only during the pool season. The owner/resident may show up prior to the 8:00PM start time, but the event may not commence until 8:00PM, so as not to interfere with other resident/owners' enjoyment and use of the pool.

Fees:

\$200.00 - Refundable damage/cleaning deposit. If an item is repaired or replaced due to damage by the owner/resident or guest(s), the additional cost above the \$200.00 damage/cleaning deposit, will be paid by the owner/resident within 10 days of being presented with an invoice for repair(s) and/or replacement(s). Otherwise, pool membership will be revoked until payment is made in full.

\$125.00 - Non-refundable reservation fee. The reservation fee will cover the exclusive use by the resident/owner and their guests for a three hour period. This fee **does not** cover the costs of lifeguards who the owner/resident must retain to be present at the pool during the rental time period.

\$150.00 (minimum) – Lifeguard fee - For events under 50 people, two lifeguards are required. For events with 50 to 75 people three lifeguards are required. Lifeguards for after hour use will be provided by the pool company. The pool company charges \$25.00 per lifeguard per hour. To ensure that lifeguards can be scheduled for your event, your event must be submitted and approved two weeks prior to the date of the event.

Access to the pool:

This agreement shall cover use of the pool area, will be open during this time period for the exclusive use of the owner/resident and their guests.

To ensure exclusivity, all individuals will be asked to leave the pool area at the end of regular pool hours (8:00PM). The owner/resident responsible for this event should show up prior to the end of regular pool hours (8:00PM) to assist the lifeguards in admitting individuals into the pool area.

Lifeguards are in charge of the after hour functions at all time and reserve the right to remove an individual from the pool area due to misconduct. The lifeguards will coordinate these issues with the resident responsible for the event.

Pool Rules:

All owners/residents and guests must adhere to the Canal Run Pool Rules at all times.

Pool After Hours Use Rental Rules:

1. Pool After Hour use reservations are for the benefit of owners/residents ONLY. All requests to use the facilities after hours must come from an owner/resident. The request form, along with deposit and payment checks, therefore, must come directly from an owner/resident.
2. The owner/resident requesting the use of the facility must be in attendance during the entirety of the event; and is solely liable for the conduct of their guests and themselves.
3. No pets, outside of service animals, are permitted in the pool area during the duration of the event.
4. No furniture, lamps, accessories, appliances, cleaning supplies, cleaning equipment, etc. belonging to the Canal Run Homeowners Association are to be removed from the Pool Party Room.
5. The Renter may bring in audio/visual equipment for use during the course of the event, but the volume must be kept at a reasonable level as not to disturb those living in the immediate vicinity of the pool area.
6. Use of audio equipment must be done in a manner to respect the applicable noise restrictions in the community.
7. The HOA may reserve the pool for after-hours use on a specific date.
8. All participants agree to and must adhere to COVID 19 state and county guidelines, should the county or state dictate an implementation of rules or guidelines.

Food and Beverages:

1. No alcoholic beverages of any kind are allowed in or around the pool area.
2. No gum of any kind is prohibited.
3. No glass containers are allowed in the swimming pool area. Only soda cans and plastic items used for drinking or snacking are permitted. Broken glass is dangerous and may force the closing of the pool.
4. Please make sure children have been cleaned before allowing them to return to the pool.
5. To reduce ants and other unwanted bugs, please keep all food and beverages closed or covered at all times.
6. No grilling is allowed on the pool deck. Cooking devices are not permitted to be brought into the pool area.

Inspection:

A Canal Run Board of Directors designee will inspect the pool area and for cleanliness and damage, just prior to the start of your event. A board designee will then inspect the pool area for cleanliness and damage after the conclusion of the event.

Reservations Procedures:

1. Complete the information requested on the After Hours Pool Use Request Form.
2. Enclose a check for \$200.00 for damage/cleaning deposit that will be returned, **provided all conditions are met.**
3. Enclose a separate check to cover Pool After Hours use rental fees. See the FEES section for additional details.
4. Please make checks payable to *Canal Run HOA/Property Management People, Inc.*

Cancellations/Rain Date:

All cancellations that take place at least 72 hours prior to the start of the event will result in a complete refund of all deposits and payments. Any cancellation within 72 hours of the start of the event will result in a refund of damage/cleaning deposit; and 50% of the reservation deposit. In either case, all deposits and payments will be fully refunded, if the event is cancelled due to inclement weather.

Pool After Hours Use Reservation Agreement

I request the use of the pool area after the normal hours of operation with the understanding of, and agreement to the following policies.

1. I am at least 21 years of age and either an owner in good standing or a resident of Canal Run.
2. I will be in attendance at the above event at all times
3. I assume all responsibility for the actions and behavior of all persons present at, or in any way related to, the requested event. Further, I agree to hold all guests responsible for abiding by all Home Owners Association's By-Laws, Rules, Covenants, and Regulations.
4. I will not hold the Canal Run Homeowners Association liable for any injury caused by the actions or behavior of persons present at, or in any way related to, the event.
5. If my usage of the pool area violates the Association's By-Laws, Rules, Covenants and Regulations, or any Federal, State, County or Local law/ordinance, my right to use the facility will be terminated and my damage/cleaning deposit will be forfeited.
6. I will clean up after my event or forfeit the damage/cleaning deposit. Clean-up also includes exterior perimeter.
7. I agree that any damages to the pool area during my event, will be deducted from my damage/cleaning deposit; and if the cost of the damages exceeds the deposit, I agree to pay the Canal Run Home Owners Association for the balance due within ten (10) days of receipt of written explanation and invoice from the Association for such repair(s) and/or replacement(s).
9. I agree that all fees and expenses incurred by the Canal Run Home Owners Association as a result of my use of the pool area under this agreement, shall be considered an assessment and constitute a lien against my property; and shall be collectable as such as provided for in the Association's Declaration and By-Laws.
10. I affirm that all Canal Run Home Owner's Association dues and other fees are current; and that if I am no longer current on these dues and fees at the time of my event, my event will be cancelled and deposits and payments may be retained to cover the dues and fees due to the Canal Run Homeowner's Association.
11. I agree not to smoke inside the gated pool area; and to ensure that all my guests abide with this prohibition.
12. I agree to secure the gate to the pool before leaving the pool area.
13. I agree that the lifeguard on duty has the authority to end the event if activities get out of control. In such a circumstance, I acknowledge that no refund of the reservation or lifeguard fee will be provided.

Signature: _____

Date: _____