

SPARKMAN POOLSIDE PARTY RESERVATION AGREEMENT

******Disclaimer: It is the renter's responsibility to read the contract in detail for expectations to abide by before, during and after rental. By signing this contract, you agree to abide by all terms and conditions. Non-compliance may result in forfeiture of this event, future rental privileges and/or financial penalties. The Club is not responsible for injuries, accidents, or damages occurring during the event.******

1. Parties Involved: This agreement is made between Sparkman Club Estates ("Club") and the undersigned member ("Member").

2. Reservation Request: The Member agrees to complete and return this form to the Pool Reservation Planner at least two weeks prior to the event, along with the applicable fees (reservation fee + lifeguard fee). Checks should be made payable to Sparkman Club Estates and include the party date and time on the memo line.

3. Approval Process: The request will be reviewed based on the pool's event calendar and lifeguard availability. The Pool and Personnel Manager, along with the Sparkman Board, will determine if the event is approved. The Member will be notified of the decision. While the approval process is underway, the Pool Manager will temporarily reserve your requested date.

4. Fees:

- 2 Hours: \$185
- 3 Hours: \$240
- Cancellation Policy: A full refund of the Party Fee will be granted for cancellations made at least 48 hours prior to the event. For cancellations within 48 hours of the event, a 50% cancellation fee may apply. Refunds for Lifeguard Fees cannot be guaranteed, as lifeguards are scheduled through a third-party service. However, the Club will make a good-faith effort to facilitate the cancellation and secure a refund.

5. Responsibilities: The Member is responsible for cleaning up their party area, including trash, removal of all decorations, and other personal items within the 3-hour time slot. Failure to do so will result in cleaning costs of up to \$100. The Member agrees to comply with the rules outlined in the bylaws regarding parties and the use of the pool.

6. Reservation Conditions:

1. The Member must be in good standing with Sparkman Club (dues paid up, etc.).
2. No reservation will be made without receipt of the appropriate fee.
3. Only one party is scheduled at a time.
4. The only area that can be reserved is the canopy on the east side of the baby pool.
5. No more than 50 guests can be accommodated for any pool party.
6. For every 5 children at the party, there must be at least 1 adult – NO EXCEPTIONS.

7. All guests must be made aware of the Sparkman Swimming Pool Rules. All reservations will go through the Sparkman Board Member handling Pool Party Reservations.
8. Poolside party reservations will be handled on a first-come, first-serve basis.
9. There will be NO parties during Sparkman Events (Swim Team, Hamburger Happy Hour, 4th of July, Memorial Day, Labor Day, etc.).
10. A reservation calendar is available at sparkmanclub.com
11. Your space will be reserved by signage.
12. All Pool Rules shall be followed.
13. NO GLASS may be used for party favors or refreshments.

This Agreement constitutes the entire understanding between Sparkman Club Estates and the undersigned Member concerning the subject matter herein. It supersedes all prior discussions, negotiations, agreements, or understandings, whether written or oral. No amendments, modifications, or waivers of any terms in this Agreement shall be valid unless made in writing and signed by both parties. The Member acknowledges that they have not relied on any statements or representations outside of this Agreement in making their decision to enter into this Agreement.