

AGREEMENT FOR USE OF BRYAN PLACE SWIMMING POOL ASSOCIATION, INC., FACILITIES

This Agreement for use of the Club House and other associated facilities of the Bryan Place Swimming Pool Association, Inc., is made between _____, hereinafter referred to as "Applicant" and the Bryan Place Swimming Pool Association, Inc., hereinafter referred to as the "Association." In consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, Applicant does hereby apply to use the premises known at the Association's Club House and its associated facilities hereinafter referred to as "Club House," on the _____ day of _____, _____ from the hours of _____ until _____ for the following purpose: _____ . Applicant covenants and agrees that he/she is currently a Member or Paying User in good standing of the Association. Further, Applicant covenants and agrees that he/she has read and is familiar with the Bylaws of the Association and will, through the use applied for herein, comply will all current Bylaws and Rules of the Association. Applicant further covenants and agrees that at no time will he/she park on Adolph Street along the fence or Club House and on Pavillion Street along the fence nor will he/she permit any guest or invitee to so do. Applicant understands that any violation of the Association Bylaws or Rules will result in the immediate termination of the right to use the Association facilities and may subject the Applicant to money damages. **Applicant will remit a total of \$175.00 for up to 75 guests. This is to be in addition to the security deposit specified at \$175.00 for member users.** Applicant understands that his/her intended use as set forth above is not exclusive and that any member of the Association shall have the right to access and use of any and all Association facilities notwithstanding the above recited special intended use. Applicant will not make or permit any use of the Club House or associated facilities, or do or permit any act, including the keeping of anything, in or about the premises, which, directly or indirectly will tend to injure the reputation of the Association, disturb any resident of the neighborhood, violate any law, ordinance or regulation, or violate the terms of or cause any increase in the rate for any insurance policy covering or relating to the Association's property. Attached to this Application is a security deposit in the amount of ONE HUNDRED AND SEVENTY FIVE DOLLARS (\$175.00) which is tendered by Applicant for the full and faithful performance by Applicant of the terms and conditions of this Agreement. The Association may apply all or any part of this deposit to cure any default of Applicant under the terms and conditions of the Agreement, or may, in the sole discretion of the Association, apply this deposit to repair any damage caused by the Applicant's use of the Association's facilities. Further, the Association is expressly authorized to sell the Applicant's membership in the Association to recover any expenses incurred by the Association to repair any damage not covered by the aforesaid security deposit. This remedy shall be cumulative of all other remedies available to the Association.

At all times during the Applicant's use of the Club House and its associated facilities, Applicant will keep and maintain, or cause to be kept and maintained, the Club House and all other Association property associated with the said Club House, in a good state of appearance and repair, reasonable wear and tear excepted, at Applicant's own expense. As used in this Agreement, the term reasonable wear and tear, means deterioration that results from the negligence, carelessness, accident, or abuse of the clubhouse or associated property by the Applicant or any member of the Applicant's household, or by a guest or invitee of the Applicant. In the event any portion of the Club House, or other Association property associated with the said Club House is damaged or destroyed by fire or any other casualty, regardless of

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the extent of such damage or destruction, caused by the Applicant or any of the Applicant's invitees or guests, Applicant shall, within THIRTY (30) days of the date of such damage or destruction, begin to repair, reconstruct, or replace the damaged or destroyed building, or improvement or other Association property, and pursue the repair, reconstruction or replacement with reasonable diligence so that the Club House and its associated improvements and/or contents shall be restored to substantially the same condition prior to the happening of the said casualty; provided, however, that if commencement or completion of this restoration is prevented or delayed by reason of war, civil commotion, acts of God, strikes, governmental restrictions or regulations or interferences, fire or other casualty, or other reason beyond the control of the Applicant, whether similar to any of those enumerated or not, the time for commencing or completing or both of the restoration will automatically be extended for the period of each such delay. Applicant will not cause or permit any mechanic's liens or other liens to be filed against the title of the Association property or against the Association's interest in the Club House or any of the land, improvements, or associated property by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Applicant or to anyone acting for the Applicant. If any mechanic's lien or other lien is recorded against the aforesaid property, Applicant shall either cause the same to be removed or, if Applicant in good faith desires to contest the lien, take timely action to do so, at Applicant's sole expense. If Applicant contests the lien, the Applicant shall hold the Association harmless from all liability for damages occasioned by the lien or the lien contest and shall, in the event of a judgment or foreclosure on the lien, cause the lien to be discharged and removed prior to execution of the judgment. Applicant agrees to hold the Association and its individual members harmless from and indemnify the Association for all payments, expenses, costs, reasonable attorney's fees arising from or in any way connected with Any and all claims and liabilities for trespass or damage to property or injuries to persons caused wholly or in part by, or resulting from, any act or omission by Applicant or Applicant's guests, invitees, or the Association or its individual members, or for any cause or reason whatsoever arising out of or by reason of the use of the Association facilities by the Applicant.

Finally, if no damages to Club facilities are incurred, the aforementioned security deposit will be refunded.

Applicant Signature: _____

Applicant Address: _____

Applicant's Phone Number: _____ Date: _____

_____ Please initial. Due to fire and city regulations, parking is never allowed for members or guests attending Pool Parties on Pavillion or Adolph Streets adjacent to the pool or Club House.