

# Pool Card Use Agreement

This Pool Card AGREEMENT (the "Agreement") is by and between \_\_\_\_\_ (Community Name) HOME OWNER ASSOCIATION (the "Association") and ("Resident"), whose address is listed below and is as follows:

## ARTICLE I DESCRIPTION OF PROPERTY

In consideration of Resident's promise to perform Resident's obligations under this Agreement, the Association is providing Resident with a Pool card ("Card") described in the incorporated list. The use of the Card is for convenience only. The Card is to be used by Resident, or anyone who co-owns with the Resident, property within the subdivision or anyone residing at Resident's home. The Association reserves the right to deactivate the Card without notice to anyone if:

1. The Resident allows an unauthorized person to use the Card.
2. The Resident or anyone using the Card violates the HOA Restrictions, as that term is defined in the Master Declaration of Covenants, Conditions, Restrictions, and Home Owners Association.
3. The Resident or anyone using the Card is delinquent in the payment of any regular or special assessment to the Association. Resident may retain possession of the Card unless and until Resident no longer owns property within the HOA subdivision or until the Association requests return of the Card. The Card shall remain the property of the Association and the Association shall have the absolute right to recover the Card from Resident at any time.

## ARTICLE II FEES

A Card may be leased from the Association for each a non-refundable convenience fee of \$25.00 each, this price being subject to change.

## ARTICLE III ACCIDENT, LOSS OF, OR DAMAGE TO FOB

If the Card stops working or is damaged, lost, stolen, or destroyed as a result of its operation, use, maintenance, or possession, the Resident must notify the Association of the occurrence as promptly as possible so that it can be deactivated. Upon timely notification to the Association, the Resident may lease a replacement unit from the Association for the then existing convenience fee. The Association makes no implied or express representations or warranties of any kind whatsoever regarding the Card. Resident understands that no affirmation of the Association, by words or actions, shall constitute a warranty of any kind whatsoever. In addition, resident understands that replacement Card may be leased at the current convenience fee.

## ARTICLE IV

DAMAGES AND REMEDIES TO THE ASSOCIATION NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ACTUAL, SPECIAL, CONSEQUENTIAL, ACCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES OR LOST PROFITS WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. IF THE RESIDENT IS IN DEFAULT, THE RESIDENT MUST REIMBURSE THE ASSOCIATION FOR ALL REASONABLE EXPENSES OF REPOSSESSION AND ENFORCEMENT OF THE ASSOCIATION'S RIGHTS AND REMEDIES, INCLUDING ANY REASONABLE ATTORNEY FEES INCURRED BY THE ASSOCIATION.

## ARTICLE V TERMS OF AGREEMENT

This Agreement shall terminate by mutual agreement of the parties. This Agreement will also automatically terminate in the event of any action by the Association to recover the Card as provided under Article I

## ARTICLE VI ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. No agreements, representations or warranties other than those specifically set forth in this Agreement are binding on any of the parties.

First Name:

Phone Number:

Last Name:

E-mail:

Street Address:

City/Zip Code:

I accept the terms and agreement for the pool card: X\_\_\_\_\_