

1. The Post Oak One Homeowners Association, Inc. (the "Association"), a non-profit corporation, hereby approves the use of the "Common Areas" according to the Post Oak One Homeowners Association Declaration of Covenants, Conditions and Restrictions dated September 29, 2003, recorded in Document Number 03031641 of the Real Property Records of Hays County, Texas (the "Declaration"), which Declaration is incorporated here in by this reference, and locally known as the Post Oak Community Pool, located at 271 Stennis Drive, Kyle, Texas to,

_____(resident name);
_____(resident address), (the "User") on this ____ day of _____, 20____, from _____ until _____ (time). Maximum 2.5 hours during operating hours only.

2. User must be a Member of the Association and not delinquent in the payment of any duly established assessments. This Agreement is subject to the Association's Swimming Pool Rules and Regulations. A pool party reservation DOES include use of the pool by guests of the member. The reservation DOES NOT provide for exclusive use of the pool during paid event. It is understood that the premises are to be used "as is" without warranty and without representations by the Association as to the suitability of the premises for the user's intended use. All renters must be 18 years of age or older.

3. A deposit of **\$75.00**, made payable to the Post Oak One Homeowners Association, Inc. and mailed to the Community Management Company's address, ATTN: Assistant Community Association Manager, is required with this executed Pool Party Reservation and Deposit Agreement. The deposit will be refunded ONLY after the appointed representative of the Association makes an inspection of the premises. The Association reserves the right to withhold cleaning charges and/or charges for damages from the deposit as deemed necessary by the representative of the Association. If cleaning charges and or charges for damages exceed the deposit amount, User will be billed for such charges.

4. Use of the Common Areas is permitted during operating hours only, no overnight use is allowed. Pool party reservations are taken for operating hours only (holidays excluded).

5. User shall use the premises in an orderly and proper manner and so as not to annoy, disturb, or be offensive to others within the Swimming Pool area or immediate vicinity. Owner must be present at all times during pool party.

6. User shall **REMOVE FROM THE PREMISE** all garbage, debris, or other waste material immediately upon completion of the event.

7. User shall indemnify and hold harmless the Association, the Community Management Company, and the Association or Community Management Company's officers, agents, directors, and employees from all claims, demands, loss, damage or expense including, but not limited to, those for death, for personal or bodily injuries, or for property damages arising out of or in connection with the use of the premises by lessee or arising out of any acts or omissions of lessee, his employees, agents, representatives, customers, guests or invitees.

8. User shall, upon demand, immediately reimburse the Association for any damages to the premises above and beyond the deposit amount, and all privileges will be denied until balance is paid in full.

9. User is prohibited from assigning or transferring this agreement.

10. Pool parties must be scheduled at least two weeks in advance.

11. There shall be no more than fifteen (15) guests per party. There must be a one to three adult to child ratio for children ages three (3) and under; a one to five adult to child ration for children seven (7) to twelve (12).

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the _____ day of _____, 20____ by affixing their signatures below:

Post Oak One
Homeowners Association, Inc.

By: _____
Title: Community Association Manager

Post Oak One
Homeowners Association, Inc.
Representative User

By: _____
Address: _____
Phone Number: _____
Email Address: _____