

TANTERRA HOMEOWNERS ASSOCIATION
SWIMMING POOL RENTAL
REGULATIONS AND AGREEMENT

REGULATIONS

1. The Tanterra Swimming Pool facilities may be rented for private use between the normal closing hour (8:00 p.m.) and 12 midnight on Friday and Saturday evenings during the pool season. The following are eligible to rent the facilities:
 - a. Tanterra homeowners in good standing with the Homeowners Association
 - b. Associate members of the Tanterra Pool in good standing

2. See the attached 2016 Supplement to the Tanterra Pool Rental Agreement for a table of rental fees, dependent on length of rental and attendance.
 - a. All charges include basic rental charge by Tanterra Homeowners Association plus management company's charges for operator and required staff.
 - b. Rentals for events attended principally by non-adults (over 50% of guests under age 21) will require the presence of an off-duty Montgomery County police officer in uniform with police car for the duration of the event. The additional charge for this service is \$50/hour (minimum of 3 hours). This is to reduce the risk of security and safety liabilities.
 - c. All rentals require a separate \$150.00 security/damage deposit. Separate checks to cover the rental fee and the security deposit shall be made payable to the Tanterra Homeowners Association.
 - d. Duration of rental includes TOTAL time that anyone involved with the party will be on pool grounds between the hours of 8 pm and midnight.
 - e. ALL persons must vacate the pool grounds and parking lot by the end of the rental period. Otherwise, the entire deposit will be forfeited and additional charges may be assessed to cover actual expenses.
 - f. Number of attendees includes ALL individuals on pool grounds. Note that the maximum number of attendees cannot exceed 100. County rules require staffing as though everyone may be in the pool at the same time.
 - g. Actual number of adult and non-adult invitees must be reconfirmed to the pool manager (301-774-4035 or in person) at least 5 days prior to the rental.
 - h. If the actual attendee count exceeds that reconfirmed and paid for, the entire security deposit will be forfeited, AND THE PARTY MAY BE IMMEDIATELY CLOSED DOWN DUE TO VIOLATION OF COUNTY STAFFING REQUIREMENTS.
 - i. Refunds cannot be made if the attendee count is lower than reconfirmed, since assigned staff still needs to be paid.

3. All persons using the pool facilities do so at their own risk and in compliance with all pertinent rules and regulations. The list of Swim Club rules and regulations, as applicable (attached as pages 4-7) is made a part of these Regulations and must be complied with during all private rental functions.

4. It is the responsibility of renters to personally attend the entire event and to monitor entry and conduct of all attendees while on pool property during their event.
5. THE TANTERRA HOMEOWNERS ASSOCIATION WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE TO PERSONAL PROPERTY OF ANY KIND OR FOR ANY BODILY INJURY RESULTING FROM THE USE OF THESE FACILITIES.
6. Food and beverages are permitted in areas prescribed in the attached rules and regulations. No glass may be used in the pool facility. The renter is responsible for compliance with all applicable Maryland State and Montgomery county regulations concerning service and consumption of food and beverages and for procurement of any necessary permits. **Note that ONLY an appropriately licensed individual may serve alcoholic beverages. If any alcoholic beverages are to be served or consumed at the private function, copies of the catering contract and/or the caterer's current alcohol license must be provided with the signed rental agreement and payment. If alcohol is served, a person with alcohol awareness training must be present at all times.**
7. Noise levels, measured in the surrounding residential area, must not violate the Montgomery County noise ordinance, which may be monitored using a calibrated decibel meter. Failure to comply is a "Criminal" violation of County law. The renter's entire \$150 security deposit will be forfeited if the noise ordinance is violated. In addition, pool renters responsible for parties which exceed County noise limits will be barred from renting the pool for the remainder of the current year and the following year. No live, amplified instrumental music will be permitted. Any loudspeakers used must be situated to face Georgia Avenue, and away from Tanterra homes.
8. Lifeguard services are required for all private functions. The hourly fee for these services plus insurance coverage is included in the rental fee.
9. The lifeguard in charge is responsible for strict enforcement of all regulations which are a part of this contract. He/she has the authority to suspend the rental activities for violation of these regulations or for any other reason which, in his/her judgment, constitutes a hazard to persons or property. If a function must be terminated for such reasons, no portion of the rental fee is refundable, and the Homeowners Association is not liable for any other costs or damages incurred by the renter. The lifeguard in charge may consult with a member of the Tanterra Board of Directors or Pool Committee with regard to enforcement actions.
10. All private functions must end, and guests depart the pool facilities and parking area, at or prior to 12 o'clock midnight.

11. Cleanup of the pool facilities immediately after a private function is the responsibility of the renter. This includes placement of all trash into appropriate receptacles, cleanup of food/beverage spills, removal of any decorations, and restoration of furniture items to their pre-function positions. The lifeguard in charge will inspect the pool facilities after each rental, prior to the next pool opening, for damage or lack of cleanliness. Minor damage or the need for cleanup of the facilities by pool staff will be charged against the renter's deposit. Any extensive damage will be assessed by the Tanterra Board of Directors and levied upon the member renting the pool.
12. Reservations for private rentals of the Tanterra Pool may be made only with authorized Pool Committee representatives. A reservation will be confirmed only upon submission of a contract signed by the responsible member and payment of the rental fee and required security deposit stipulated in the contract to the authorized Pool Committee representative. If required, copies of caterer's contract and alcohol license, and name of music source must also be provided at this time. The security deposit, or refundable portion thereof, will be returned to the renter no later than two weeks following the function.
13. Cancellation of paid reservations for private functions may be made up to 72 hours prior to the start of the function with full refund of all payments. If less than 72 hours' notice is given, 50% of the rental fee and the entire security deposit are refundable. Cancellations must be made to the Pool Manager or Assistant Manager and their signature, date and time of cancellation obtained on the renter's copy of the rental agreement form. If the entire pool facility must be closed due to weather or other unforeseen emergency PRIOR TO commencement of the rental, full refund will be made. If such closure is necessary after the event has begun and the pavilion is accessible (for example due to a passing storm), no refund will be made. If the entire facility must be closed and all guests evacuated, a percentage refund of the rental fee will be made, depending on the time the facility was open. In case of emergency closure, Tanterra will have no liability for other costs to the renter.

Tanterra Homeowners Association, Inc.
Swim Club Rules and Policies

PREAMBLE

The following is an abridged version of the current rules and policies, which are applicable to private rentals of the Tanterra Pool complex. They are a part of the rental contract, and apply in addition to any other requirements stated in the contract itself. They are presented here by category associated with different areas of the pool facility, as well as some general rules and a section on disciplinary procedures.

A. GENERAL RULES

1. Definitions:
 - a. Pool Area - The area inside the low fence to include the deck and pools.
 - b. Pool Facility - The area inside the high fence including the bathhouse structure.
3. Members and guests using the pool and pool area do so at their own risk and in compliance with all rules, regulations and policies.
4. The Homeowners Association will not be responsible for loss or damage to personal property of any kind. Found articles will be held for two weeks, after which time they will be given to charity or otherwise disposed.
5. The cost of any property damage caused by a member or their guest will be charged to that member.
6. Any accident or injury at the pool must be reported immediately to the Pool Manager or Assistant Manager. A report of this accident will be maintained at the pool office and a copy of the report submitted to the Chairman of the Pool Committee.
7. Unauthorized use of the pool facilities after pool hours will result in disciplinary action.
8. Individual homeowners or members will be responsible for any damage or vandalism incurred by members of their household.

B. MEMBERSHIP

1. There are two classifications of members: Tanterra Homeowners and Associate Members. Associate Members are limited in number as established by the Board of Directors of the Tanterra Homeowners Association. Associate Members have the same pool privileges as Homeowner members. These rules and policies apply to all members of both classifications.
2. Tanterra Homeowner Members may be either owners of homes in Tanterra or non-owner residents of such homes. Non-resident owners of Tanterra homes have the option of electing to use the pool themselves or entitling the residents of their homes to such privileges. Homeowner members pay an annual non-refundable fee to the Tanterra Homeowners Association, which among other things grants them pool membership.
3. Associate Members pay an annual membership fee to the Homeowners Association. These fees are refundable only prior to the date of the pool opening. Associate Members may elect to renew their membership annually, subject to the approval of the pool committee.

C. ENTRY

1. The renter or his/her agent must enforce entry to private functions. The Tanterra Pool Committee has the authority to require the renter to provide security services by an off-duty Montgomery County Police Officer, if deemed appropriate to protect Tanterra property or preclude inappropriate behavior.

D. POOL FACILITY

1. No glass objects of any type, except eyeglasses, will be permitted in the pool facility.
2. Chewing gum is prohibited in the pool facility.
3. Smoking is permitted only in the grassy area and in the pavilion.
4. Bicycles should be parked in the bike racks provided.
5. Skating of any type is prohibited inside the outer fences of the facility. Skateboards may be stored in a designated place inside these fences.
6. Running, pushing, wrestling or causing undue disturbance in or about the pool facility is prohibited.
7. No pets are allowed within the pool facility at any time.

E. BATHHOUSE/OFFICE

1. Only pool staff and those needing medical attention or who have legitimate business to transact may enter the office, first aid or pump room.
2. All persons using the pool must take a shower with soap before entering the pool area.
3. Loitering in the shower room is prohibited.

F. PAVILION/GRASSY AREAS

1. Food or beverages may be kept or consumed only in the grassy areas, upper deck area or the pavilion area. This includes bottled water and coolers.
2. Radios and recorders may be used only in the grassy areas. They must be played at a volume level which will not disturb others. Radio and recorder owners must be responsive to the requests of other pool users.
3. Trash and refuse must be placed in the containers provided.

G. DECK

1. Food is absolutely prohibited at all times on the deck and pool areas. Beverages are permitted only in the designated area behind the line on the west deck.
2. Pool furniture may not be placed in either pool or onto the coping stone areas at any time (the chairs damage them).
3. Radios or recorders are not permitted in the pool area. However, headsets are permitted in the deck area.
4. Street shoes are not permitted on the lower deck of the pool area.
5. Foot showers must be used when entering the pool area from the grassy areas.

H. MAIN POOL

1. Appropriate attire will be worn at all times.
2. Persons with excessive sunburn, open sores, or bandages of any kind will not be permitted in the pool.
3. Expectorating water and other unhygienic actions will not be permitted in the pool area.
4. Water apparatus may be permitted only at the discretion of the Pool Management.
5. Children less than three years of age must be in the arms or within arms reach of a parent or guardian in the big pool. Note: Parent or guardian must be in the pool with the child.
6. Children who are not toilet trained are required to wear rubber pants over cloth or disposable diapers while in either pool.
7. In order to use the deep portions of the pool the patron must be able to swim. A lifeguard may at any time require that a swimming test be administered if the capability of the patron is in doubt. The test includes being able to swim one length of the pool and the ability to tread water for one minute.
8. No person shall use the pool unless a lifeguard is on duty. The pool will be cleared during heavy rain; electrical storms, exceptionally cold or inclement weather, or during other exceptional circumstances as deemed necessary by the Pool Manager or Assistant Manager for the safety of the members and their guests.
9. Except in the case of an emergency or inquiry, members and their guests shall stay clear of the lifeguard stands and not distract lifeguards from their duties.
10. Ball playing within the pool area is allowed when the pool is relatively uncrowded and only with specific permission from the pool staff.

I. BABY/WADING POOL

1. A lifeguard does not supervise the wading pool; therefore, children using this pool must be supervised at all times by a responsible individual. This individual must be at least 14 years of age.
2. Only children five years of age and under are permitted in the wading pool, along with their supervising adults.
3. Pool furniture must be kept at least one foot from the edge of the wading pool. The furniture will damage the copingstones.

J. DIVING WELL

1. Only one person may be on the ladder or diving board at a time. Entering the water from the diving board is only permitted straight away from the board. No diving or jumping toward the sides will be permitted.
2. No multiple bouncing is permitted on the diving board.
3. Children who have not passed the pool test may not use the diving board unless accompanied by a responsible adult and only with the specific permission of the lifeguard on duty. The adult must be in water to make sure child gets to the ladder.

K. DISCIPLINARY POLICY

1. The Pool Manager or Assistant Manager is responsible for the strict enforcement of the rules and has the authority to request police assistance. Pool Management personnel have the authority to discipline anyone at the pool who violates the Swim Club rules and regulations. This includes the authority to remove anyone creating a serious infraction of the rules or for any other reason which, in the judgment of the Pool manager or Assistant Manager, constitutes a hazard to others. This removal may be for any period up to 72 hours.
2. Vandalism, physical attacks on members, guests or pool staff, or other violations of laws or ordinances may result in prosecutions and permanent loss of pool privileges.
3. Members are responsible for the conduct of their guests and will be held to the actions outline above for their guests. If a guest causes a disturbance, he/she will be asked to leave the pool area immediately and any future entry may be denied.

ANY SERIOUS VIOLATION OF THESE RULES WILL RESULT IN ACTION BY THE TANTERRA HOMEOWNERS BOARD OF DIRECTORS, WHICH COULD RESULT IN LOSS OF POOL PRIVILEGES FOR UP TO ONE YEAR.

COMPLIANCE AND HOLD HARMLESS AGREEMENT

I, the undersigned and all parties thereto, agree to comply with the attached regulations in full. I further agree to pay in advance the pool facilities rental fee of \$ _____ and security officer fee (if required) of \$ _____, and to place on deposit \$ 150 against any cleanup charges, penalties, or damages that may be assessed. Any portion of the deposit not charged by the Tanterra Homeowners Association for the above-named purposes will be returned to me in full. I further agree that all pool facilities used will be returned to their pre-function cleanliness and arrangement immediately after the function.

I further agree to indemnify and hold harmless the Tanterra Homeowners Association and its Board of Directors from any and all losses, demands, and claims of liability which arise as a result of any use of the pool for the function mentioned herein.

I understand that any person(s) I engage to provide music must not operate their equipment in violation of the County noise ordinance. Violation will result in their being permanently barred from working at Tanterra and forfeiture of any deposit by the renter. I further understand that any consumption of food and beverages must be in full conformance with Montgomery County requirements, and that only an appropriately licensed caterer may serve alcoholic beverages.

I affirm that I have read and been provided a copy of these regulations and agreement.

Printed name of member	Signature	Date	Telephone No.

Date & Time of function: _____ Caterer: _____

Estimated # of attendees 21 or over: _____ Estimated # of attendees under age 21: _____
(Numbers must be confirmed with pool management 5 days in advance of event, per Regulations)

Music/Entertainment: _____		
Name	Address	Telephone No.

Acceptance (following verification of membership in good standing and satisfaction of all requirements stated in the regulations and agreement):

Signature of Tanterra Homeowners Association representative	Date

For Pool Committee use:

Pool Management contacted _____	Caterer's contract & license verified _____
Music source checked _____	Security requirements met _____
Rental fee received _____	Deposit received _____
Deductions from deposit _____	Deposit returned _____

Cancellation notice provided - Date/time _____ Manager _____

Return this copy with payment to:
 Dick Bertin
 18617 Tanterra Way
 301-774-7926

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