



Falcon Point East Homeowners Association, Inc.

Pool Party Reservation Form

Applicant/Owners Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Number: \_\_\_\_\_ Emergency Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ Secondary Contact Number: \_\_\_\_\_

Party Date & \_\_\_\_\_ No. of Guests: \_\_\_\_\_

Party Time: \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

Please check the following: Type of Party: [ ] Adult [ ] Children [ ] Both | |

\_\_\_\_\_ Total Hours Method of Payment: Money Order [ ] Check [ ]

Policy of Reservations & Payments:

- Reservations are only permitted to owners in good standing with the Association. Annual assessments must be current and there cannot be an active deed restriction violations present.
All reservations, forms and payments must be received 2 weeks prior to the requested party date. If received after this date, there will be a late fee incurred in the amount of \$25.00 dollars.
All reservations require a \$25.00 administrative fee and a \$100.00 damage deposit. Payments must be made payable to Falcon Point East Homeowners Association, Inc.
The reservation form and must be returned via mail to Community Solutions, PO Box 5191, Katy, TX 77491, fax at 713-344-0472 or email to service@csutx.com. A confirmation by email will be made upon receipt of the approval, forms and payment.

Policy of Refunds:

After the reserved party, the facility will be inspected to ensure all trash was removed from the premises, furniture was placed back in its appropriate locations, the restrooms remained clean and no physical damage is present. If violations are present, the damage deposit will NOT be refunded. If the facility is in compliance, the damage deposit will be refunded within 2 weeks.

Waiver of Liability Clause:

I/WE HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE FALCON POINT EAST HOMEOWNERS ASSOCIATION, INC., A TEXAS NON-PROFIT CORPORATION, AND EACH OF SAID ENTITIES (MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, MANAGING AGENT, MANAGEMENT COMPANY, POOL MAINTENANCE COMPANY AND AFFILIATES OF THE FALCON POINT EAST HOMEOWNERS ASSOCIATION, INC.) FROM ANY AND ALL LIABILITIES, LOSSES, COSTS, EXPENSES (INCLUDING ATTORNEY'S FEES, COURT COSTS, AND/OR EXPENSES OF LITIGATION), CLAIMS, DAMAGES, CAUSES OF ACTION AND SUITS OF WHATSOEVER KIND OR NATURE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, INCLUDING THE NEGLIGENCE OF THE HOMEOWNER, THE ASSOCIATION OR ANY OF THE ENTITIES DESCRIBED ABOVE, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, FOR ANY BODILY INJURY, DAMAGE TO ANY PROPERTY, OR ANY OTHER CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO, CLAIMS CONNECTED WITH OR ASSOCIATED WITH FALLING, SLIPPING, DIVING OR DROWNING ARISING OUT OF, OR IN CONNECTION WITH, ME AND MY FAMILY, OR ANY OF MY FAMILY'S GUESTS, USING THE POOL. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE HOMEOWNER AND THE ASSOCIATION AND ANY OF ITS ENTITIES, THAT THE INDEMNITY PROVIDED IN THIS PARAGRAPH IS INDEMNITY BY THE HOMEOWNER TO INDEMNIFY AND PROTECT THE ASSOCIATION AND ITS ENTITIES FROM THE CONSEQUENCES OF THE HOMEOWNERS OWN NEGLIGENCE, AND THE ASSOCIATION AND ITS ENTITIES' NEGLIGENCE WHETHER THAT NEGLIGENCE IS THE SOLE CAUSE, OR A JOINT OR CONCURRING CAUSE OF THE INJURY OR DAMAGES.

Signature of Applicant/Owner

Date

Signature of Association Representative

Date