



15210 West Sweetwater Avenue
13243 North Founders Park Boulevard, Surprise AZ 85379
(623) 466-8820

Heritage Pool House Facility Policies & User Agreement (“User Agreement”)

The Heritage Pool House is a private recreational facility available for residents to swim, play and relax in year-round. Adjacent to the Heritage Club, the Pool House includes two pools, a recreational play pool and a fitness pool, and also a splash pad. Marley Park residents can cozy up at the outdoor fireplace, relax under the shade of the ramadas, play games on the grassy lawn, or host an impromptu picnic for family and friends in the barbecue area. Indoors, residents are welcomed into a large open-air breezeway and a multi-purpose room with a catering kitchen. An ideal place for neighbors to gather for parties and meetings, everyone feels right at home at the Heritage Pool House.

The Marley Park Community Association, Inc. (“MPCA”) allows Marley Park residents and partners to utilize certain facilities for private and community group events, including the Heritage Pool House Multipurpose Room (the “MPR”) which includes an indoor function space adjacent to breezeway and connected to the Heritage Pool House grounds (the “Premises”). These facilities may be used on a first-come, first-served basis in accordance with the amenity guest policy or through a reservation process to secure a certain date and time and allow for additional guests. **Regardless of whether a facility has been reserved or if using on a drop-in basis, all users of these facilities are required to abide by policies set forth herein this User Agreement, as well as the Resident Access Card Agreement.**

This User Agreement is made by and between MPCA and resident or partner utilizing facilities (hereinafter referred to as “Facility User”).

Facility User agrees to the following:

1. Facility User shall abide by all guidelines outlined herein, as well as within the current marleypark.com User Agreement and Marley Park Access Card Agreement, including but not limited to:
 - a. Facility User must be a Marley Park resident in good standing with the MPCA and have an active key fob to access the Premises; key fobs must be carried at all times while using the Premises;
 - b. Facility User and his or her guests using the amenities may be asked, at the discretion of the MPCA staff, to show valid identification;
 - c. If facility is not reserved, including time immediately before or after a reservation, facility guest policies apply: the Facility User is limited to four guests per household;
 - d. Children under the age of 14 must have an adult (18 years or older) present to use the Premises;
 - e. No animals, other than assistive animals, are permitted on the Premises;
 - f. No firearms or other weapons of any kind permitted;
 - g. Facility User and his or her guests, in the reasonable determination of the MPCA, who is not in compliance, or whose conduct is disruptive, abusive, or otherwise inconsistent with the standard of conduct expected on the Premises, may be asked to leave the Premises immediately and forfeit his or her guest privileges and Event may be cancelled immediately without refund for any fees paid.
2. **Facility Reservation:** All facility reservation requests must be submitted online through Marley Park’s transaction site (<http://marleypark.com/residents/my-community/facility-reservations/>) by a Marley Park resident at least fourteen (14) days in advance of Event date. **Facility User shall follow any and all requirements which apply to a Facility User, as set forth in this User Agreement.** Completed reservations will receive an email confirmation which completes the approved facility reservation and serves as proof of permit (“**Rental Agreement**”). No requests will be approved verbally (via phone or in person). Facility User must be at least twenty-one (21) years or older and a member in good standing with the MPCA. Any resident who loses, rescinds, or transfer his or her MPCA membership

privileges, sells his or her property, or whose lease of property within MPCA is terminated automatically voids his or her facility rental privileges regardless of the terms of any agreement and shall not be eligible to reserve the Facility. **Facility User must be present throughout the Event**, including set-up and clean-up, and until the last guest has vacated the Premises, unless otherwise agreed upon in writing by MPCA in advance of Event date. Use of the Premises by anyone other than Marley Park residents is not permitted unless a resident who is in good standing with the MPCA is sponsoring such use and must remain onsite during the entire reservation period. Should any violation of these policies or damage to the Premises occur, MPCA may impose fines in accordance with the Fee Schedule, suspend the Facility User's access privileges to the Premises and/or deactivate his or her key fobs.

- 3. Facility Room and Rental Rate:** All reservations of the MPR shall either be on a Saturday or Sunday for a set block of time (10:00 a.m. to 2:00 p.m.); no adjustments to this time period may be changed. Reservations must include all necessary set-up and clean-up time. There are no other spaces on the Premises that may be reserved at any time. Individuals, including Facility User or his/her guests, who are on the Premises before 5 a.m. or past 10:00 p.m., will be considered to be trespassing and formal action may be taken, and additionally, may be subject to fees in accordance with the Fee Schedule may be imposed. If the Facility User exceeds the guest policy at any time the Facility User did not have the facility reserved, including time immediately prior to or after a reservation, and/or violates another Facility User's reservation, the Facility User is in violation and may have fees imposed in accordance with the Fee Schedule and his/her access to the Facilities may be suspended. The Facility User is solely responsible for all setup and cleanup of the Premises. The Facility User hereby agrees to ensure that all occupants of the Premises obey all local and state regulations during use of the Premises, including but not limited to city noise ordinances.

Rental rates are as follows:

Facility Room	Rental Rate	Furniture & Equipment	Notes
Heritage Pool House Multipurpose Room	\$250 for a set block of time (Saturdays or Sundays only; 10:00 a.m. to 2:00 p.m.)	*60 chairs *14 card tables *9 six-foot banquet tables <i>*Furniture quantities and availability subject to change at any time</i>	30 people maximum (including Facility User's household and guests who are Marley Park residents), including non-exclusive** access to pools Non-exclusive** access to kitchen, including refrigerator, freezer, ice machine and microwave and outdoor BBQ grills <i>**These are shared-use amenities, available to all residents and their guests using the Premises</i>

- 4. Availability and Usage Hours:** Facility usage is based on availability. Prospective Facility Users must login as a resident and visit www.marleypark.com – My Community – Facility Reservations to confirm availability of MPR prior to making his or her request for Reservation. Facility User acknowledges that certain holiday or seasonal decorations may be present in various locations on the Premises and the Facility User further acknowledges and agrees that such decorations are the sole property of the MPCA and may not be altered or removed from their location at any time or additional fees may be imposed in accordance with the Fee Schedule
- 5. Payment:** Reservations may be made up to one-year (365 days) in advance of the Event date and must be made at least fourteen (14) days in advance of the Event date. The Facility User agrees that any Rental Rates provided are subject to change without prior notice. MPCA may agree, in its discretion to waive such Rental Rates or its insurance requirements for its sponsored or authorized small gatherings of three or more people, including those related to Marley Park Clubs and/or volunteer meetings or events. The MPCA further reserves the right to require a roster of club participants for club-

related reservations. MPCA and its Board of Directors are exempt from guideline limitations contained in this Paragraph.

5.1 Security Deposit: The MPCA will determine for each respective reservation whether or not a refundable security deposit of \$200 is required. If required, security deposit will be due a minimum of five (5) days in advance of the Event.

6. Damage:

6.1 Cleaning Damage: The MPCA will complete a walk-through of the facility before and after the Event, with or without the Facility User and at such time of MPCA's choosing, noting any existing damage and outlining the condition the area should be left in following the Event. The MPCA will notify the Facility User within three (3) business days following the Event if there is any damage or cleaning required to the MPR and/or Premises and any costs associated with the damage and/or cleaning. The Facility User will be billed for the costs to repair any damage and/or clean the MPR and/or Premises, and payment will be made to the MPCA within fifteen (15) days of receipt of invoice from MPCA.

6.2 Damages/Losses: In order to protect the facility and its assets, including temperature control units, Facility User must ensure all exterior doors remain closed at all times. The propping open of doors is not allowed and is a violation of the Maricopa County Pool Code. The Facility User may be responsible for any loss or damages to facilities and equipment, including reasonable attorney or collector's fees should it be deemed necessary; additionally the MPCA may impose fines in accordance with the Fee Schedule, suspend the Facility User's access privileges and/or deactivate his/her key fobs . The MPCA assumes no responsibility for property brought into the Premises by the Facility User or guests. The MPCA is not responsible for items lost, stolen or left behind by the Facility User or guests. **Facility User and its guests assume any and all responsibility and liability for any personal or property damage or injury to yourself, your children, service animals, and any guests including, but not limited to, the payment of all costs related to the replacement or repair of any damages.**

6.3 Additional Damage Compensation: Nothing in this User Agreement will prevent MPCA from seeking additional compensation if losses or damages to the Premises occur in connection with the Event or Facility User's use of the Premises. Damages may include fines or penalties levied against MPCA as a result of the Facility User's violating County, State or Federal ordinances and attorney fees expended by MPCA in connection therewith. **6.**

Confirmation: A complete application will be approved if submitted at least seven (7) days prior to requested date for the Premises, based upon availability and compliance with all required Facility Use guidelines. Full payment shall be made online by credit card at the time of submission of reservation requests. Upon a completed reservation, the system will automatically generate an email to the Facility User and said email will serve as a Facility Reservation permit. Some dates may be subject to blackout or may be unavailable due to MPCA events, maintenance requirements, or otherwise at the discretion of MPCA. Any Event on the Premises is subject to immediate postponement or cancellation due to emergency maintenance situations and unforeseen conditions including, but not limited to, severe weather conditions, cloudiness arising from such storms, situations that require pool closure such as bodily function "accidents," or other situations that require closure of the pool pursuant to the Maricopa County Health Department Pool Code. In the event of the foregoing circumstances requiring postponement or cancellation of an Event, please follow all instructions by MPCA staff or representatives. Please note the Facility User and his/her guests may be asked to leave the Premises per code requirements and/or safety reasons. Any individuals who do not comply with MPCA staff or representatives will be deemed to be trespassing or in violation of the Access Card Agreement and/or Facility Use Agreement and further action may be taken and/or, additionally, may be subject fees imposed in accordance with the Fee Schedule.

7. Termination of User Agreement: MPCA reserves the right to cancel a reservation at any time for just cause. If the reason for termination is the result of Facility User falsifying statement(s) in completing this User Agreement or conducting the Event in a manner dangerous or damaging to property and persons, the full Rental Fee will be due and additional fees may be applied. Facility Users are not entitled to any refunds, including cancellations, instances where a parties fails to

appear or no-shows, or for inclement weather. MPCA may permit a Facility User to reschedule its Event, if requested at least ten (10) business days prior to scheduled date of the Event and based upon availability of the Premises. If an Event is rescheduled, the MPCA must make these changes in the reservation system; Facility Users are instructed to not rebook a new date without speaking to a member of the MPCA team first; and additional fees may apply. The provisions of this paragraph notwithstanding, the Facility Users shall promptly notify MPCA if it does not intend to use the Premises as reserved.

8. Restrictions: The following restrictions apply:

- a. Total participants must not exceed room capacity posted in the reservation chart of this User Agreement.
- b. Portable cooking devices (i.e., gas stoves, gas burners, charcoal grills) and any form of open flames (candles, tiki torches, fire bowls, etc.), other than small candles on cakes or pastries, are prohibited on the Premises.
- c. Illegal activities e.g., gambling, drugs, etc. are prohibited.
- d. Animals (except service animals) are not allowed on the Premises.
- e. Publicity related to the rental of Premises must not imply endorsement of the event by Marley Park's developer, MPCA, or its affiliated parties. All advertisements posted or distributed on the premises or within the Marley Park Community, as well as all other promotional activities about the Event, must receive approval by the Director of Community Life for the MPCA.
- f. The use of one (1) directional sign, approved by the MPCA, may be placed on the Premises and only during the Event time period; no other signage or flyers may be posted anywhere else in the Marley Park community, at any time, without prior consent of the MPCA.
- g. The use of the Premises, including MPR kitchen, breezeway, restrooms, pools, splash pad, green spaces, fireplaces and BBQs are for shared use by other Marley Park residents with an active key card during all business hours.
- h. The selling of goods and/or services, supporting the efforts of for-profit businesses, charging of admission fees and/or solicitation of donations are not allowed unless prior written approval has been obtained from the MPCA and such activities are done in strict compliance with all applicable laws. No person shall originate, solicit, circulate, or post commercial advertisements or petitions within the Heritage Club and Heritage Pool House premises or use the MPCA resident distribution list/directory without the express prior written approval of the MPCA
- i. Music and noise must remain controlled so as not to disturb other users of the Premises, as well as surrounding residents and must comply with the City of Surprise Police Department. If the Event is viewed in any way as "disturbing the peace," the Facility User will be asked to turn the music/noise level down. A MPCA team member, community member or Police Officer can make this request. Live musicians, disc jockeys, sound equipment and speakers must be confined to the MPR.
- j. The Premises, including MPR, is a non-smoking facility. Tobacco use, including the use of e-cigarettes and hookahs is prohibited. There are no exceptions in the exterior or interior of the Premises. City of Surprise ordinance states that smokers must be 20 feet away from any building entrance.
- k. Water guns, water balloons, etc. are prohibited on the Premises. (Please see Access Card Agreement for complete list of pool rules.)
- l. Facility User, his or her guests and associated vendors must observe all federal, state, and local rules and regulations as well as the rules and regulations of MPCA. Food vendors, caterers and food trucks, must meet and be current with all Maricopa County food handlers' requirements and certifications, and shall have a current City of Surprise business license. All additional food vending regulations per city, county, state and federal codes must be met. The MPCA may ask for proof of these items at any time; if not provided when asked, the Event may be cancelled, or the vendor may not be allowed on Premises.
- m. Bounce houses/inflatable units, access to water bibs, including use of water slides or "slip and slides," or similar items are not permitted anywhere on the Premises.
- n. Glitter, glue, paint or permanent markers are prohibited at Premises.

9. New Vendors: Facility User must contact the MPCA by phone or email to discuss adding a new, unapproved vendor to its list of approved vendors for hire at his/her Event. The MPCA reserves the right to reject any vendor that does not currently

meet its approved-vendor requirements, if the MPCA is contacted less than forty-five (45) days in advance of the Event date, or if the Facility User and/or vendor are nonresponsive to the MPCA's requests for evidence that the vendor meets the MPCA's requirements in a timely fashion. The MPCA is not responsible for any loss of payments paid by Facility User to third-party vendor at any time; please contact the MPCA prior to booking any vendor to confirm all necessary requirements for such vendors. Facility User must obtain final written approval from the MPCA vendor that is not on the MPCA's approved-vendor list at least fifteen (15) business days in advance of Event date. Facility Users who violate these policies or use an undisclosed or unapproved vendor may be subject to fees in accordance with the Fee Schedule. The MPCA may reject any vendor for any reason in its sole and absolute discretion.

10. Alcohol: If Event will include alcohol on the premises, the MPCA reserves the right to review all events on a case-by-case basis and may require the Facility User to provide liquor liability insurance meeting the MPCA's requirements, as enumerated below, or comply with any additional provisions as stated in this User Agreement. Certificates of Insurance must be received no later than fifteen (15) business days in advance of the Event. If the Facility User uses any third-party bartending services, bartenders, or servers on the Premises, such parties must be fully licensed, trained, and insured. Facility User may only use a company from MPCA's pre-approved bartending companies. Facility Users can access a current list of approved bartending companies by using the online facility reservation form and contacting the MPCA for more information. Facility Users and its agents shall not use cash bars or sell alcoholic beverages of any type on the Premises. Failure to comply with all provisions of this Section or any other requirements as directed by MPCA may result in the cancellation of the Event, or other actions by MPCA as contemplated by this User Agreement and the Facility User shall not be entitled to a refund. Please note, glass is prohibited at the pool.

10.1 Insurance Coverage: During the term of this User Agreement, MPCA may require Facility User (and any and all third-party contractors and/or subcontractors engaged by Facility User) to maintain the amounts and types of insurance required per current MPCA risk management policies (available by contacting the MPCA). Facility User shall provide MPCA with certificates evidencing all insurance coverages in place, which shall at a minimum meet the coverages required and evidence of insurance shall be provided to the MPCA at least fifteen (15) business days prior to Event.

11. Lifeguards: Facility User understand that Facility User's Event **is not a MPCA-sponsored event, so a lifeguard will not be present unless Facility User hires one at his/her own cost.** The MPCA strongly recommends that Facility User hire a lifeguard. MPCA will provide Facility User with the contact information of the lifeguard services utilized by the MPCA upon request. MPCA's risk management protocols, including minimum insurance requirements must be met by any lifeguard services hired by Facility User. Please contact the MPCA to learn more; vendors must have all required paperwork and proper insurance coverage in place no later than fifteen (15) business days prior to Event or the Event may be cancelled.

12. Special-Duty Officer Requirements: The MPCA reserves the right to require an unarmed special-duty police officer or officers, at the Facility User's expense, for any private functions in which liquor is to be served, amplified music or dancing is part of the activities, or as the MPCA deems is prudent because of the nature of the activities planned for the Event. A special-duty officer (or officers, as needed) will be contracted for the duration of the Event including clean-up time. The MPCA will notify the Facility User if special-duty police officer is required forty-five (45) days prior to the Event. Officers and/or company of hire shall be required to meet MPCA's insurance requirements per the current risk management policies; contact the MPCA to learn more. The Facility User may request the special-duty officer come in earlier provided such notice is provided to MPCA not less than one month in advance of the Event and with the understanding that the Facility User will be responsible for any and all additional costs and liabilities.

13. Insurance Requirements: Evidence of Renter's or Homeowner's Insurance containing General Liability coverage may be required, as directed by MPCA. This copy **MUST** be received by the MPCA, at least fifteen (15) business days prior to the event date. MPCA reserves the right to request additional insurance coverage for certain vendors and/or Events.

14. Setting-up: The Facility User shall not set up, hang, or otherwise place any decorations, arrangements, furniture, or other items prior to the start of its reservation time for the Event, unless otherwise approved in advance by MPCA in writing;

additional fees may apply. Furniture and equipment must remain in its designated room area unless prior written consent has been obtained from the MPCA. Facility Users who move furniture or equipment and do not replace it and/or cause damage to it may be subject to fees. The Facility User shall provide any and all kitchen equipment, banquet tables, chairs, podiums, electrical equipment and sound equipment as needed for its Event. Facility User shall be solely responsible for ensuring that all its guests, vendors, and agents adhere to the following rules:

- Decorations must **not** be nailed, thumb tacked, stapled or taped (including the use of masking, duct, scotch or packing tape and any form of “3M adhesives”) to any surface, including woodwork, glass, masonry walls, vinyl fabrics or painted surfaces. The only exception is blue or green “painters” tape which may be used on hard, non-glass surfaces and must be removed completely prior to the end of the Event.
- Decorations, especially balloons and streamers, must be removed completely at the end of the Event, including balloons that have become “free” and are floating at the ceiling; decorations such as these may trigger the security motion detectors and cause a false alarm notification to the security company and/or police department; a fee in accordance with the Fee Schedule may be imposed to Facility User if any decorations remain after Event. All decorations must be kept clear of the ceiling fans at all times.

15. Clean-up: All Facility Users shall clean the MPR and any additional areas on the Premises (including but not limited to all facilities thereto and adjacent patio, restrooms, parking lot, planters, lobby) and where Facility User or guests have been present and return the MPR and Premises to its same condition prior to the start of the Event. The Facility User may use any and all cleaning supplies provided by MPCA and as are located in the kitchen. The Facility User is permitted to hire an MPCA-approved cleaning crew to clean the Premises after the Event at the Facility User’s sole cost and liability. The Facility User shall complete the following actions prior to the conclusion of his or her reservation/usage time for the Event or additional fees may apply

- a. Remove any and all items and decorations placed by the Facility User or its agents;
- b. Stack all chairs and tables in the designated area and in the original manner that such were provided for the Facility User’s use;
- c. Return all MPCA furniture and items to their original positions, including but not limited to all tables and chairs;
- d. Sweep, mop, and/or vacuum all floors in the MPR and return them to the same or better condition than what existed prior to the start of the Event;
- e. Provide any all trash bags as is necessary, contain and dispose of all rubbish or trash in the dumpster located at the north end of the parking lot, and replace all trash bags on the Premises with empty bags;
- f. Report any damaged equipment, furniture, or other items within twenty-four (24) hours of the conclusion of the Event; and
- g. Remove, return, and arrange for pickup of all rented equipment, furniture or other items prior to the conclusion of the Event; additional fees may apply unless otherwise agreed upon in writing by MPCA in advance of the Event

16. Unrestricted entry to inspect: MPCA and its representatives shall have unrestricted access to the Premises at all times for the purpose of ensuring compliance with this User Agreement and the appropriate use of the Premises by the Facility User and his or her guests.

17. Penalties: Violation of any provisions in this User Agreement during the Event or at any time while the Facility User and his or her guests are present on the Premises will result in an MPCA representative, designated security company or police department immediately closing down the Event, at which time the Facility User and his or her guests must immediately leave the Premises. In such event, the Facility User shall not be able to recover any portion of fees paid, including the Security Deposit. MPCA may also suspend or terminate the Facility User’s access privileges to the Premises, impose fees in accordance with the Fee Schedule and/or deactivate his or her key fobs. Both parties agree that the provisions in this paragraph in no way limit any additional damages which MPCA may seek against the Facility User and his or her guests as a result of their use of the Premises under this User Agreement.

18. Indemnification: The Facility User agrees to indemnify, defend and hold harmless Marley Park Community Association Inc., Marley Park LLC, Marley Park Phase I LLC, Marley Park Phase II LLC, DMB Community Life, Inc., City of Surprise

and DMB Associates, Inc., and their respective direct and indirect owners, the respective successors and assigns of each of the foregoing, and the respective directors, officers, managers, trustees, trust beneficiaries, agents, employees, and volunteers of each of the foregoing (collectively, the “**MPCA-related Parties**”), for, from and against any and all injuries, suits, losses, claims, demands, judgments, liabilities, damages, cost, and expenses (including but not limited to court costs and reasonable attorneys’ fees and expenses) sustained by or made or threatened against any one or more of the MPCA-related Parties which result from or arise out of or in connection with the Event, the use of the Premises or failure to comply with the terms of this User Agreement.

- 19. Parking:** Parking is permitted in the handicapped reserved parking spaces **only** by those individuals displaying either a valid disability license plate or placard. No member, resident, guest, or visitor is permitted to park in designated fire lanes.

- 20. Notification of Incidents:** If any incident that includes but is not limited to, damage to the Premises, physical injury of anyone in attendance of the Event, the involvement law enforcement, medical services or fire departments, or a confrontation between individuals occurring at the Event, Facility User shall complete an incident form and send it to MPCA within twenty-four (24) hours of the conclusion of the Event. Facility User also agrees to comply with any and all requests by MPCA in conjunction with the incident.

- 21. Pool Waiver:** Facility User acknowledges understanding that he/she assumes any and all responsibility and liability for any personal or property damage or injury to Facility User, Facility User’s children, Facility User’s guests or others (collectively “**Participants**”). Facility User hereby releases the MPCA-related Parties (as defined in Section 17 above), with respect to any and all injury, disability, death, loss or damages to Participants or property of Participants. Facility User further acknowledges that Participants in this Event will need to have proper swimming attire (i.e. a bathing suit; young children must be in swim diapers, etc.), including a towel and will follow all posted pool rules, as well as all requirements outlined with the Resident Access Card Agreement. **There are no MPCA lifeguards on duty.**

- 22. After Hours Contact Information:** In the event of an emergency when life threatening or property damage may be involved, please call 9-1-1 immediately. Report serious, but non-emergency matters to the Surprise Police Department at 623.222.4000. To report urgent facility concerns, relay the message to 1.866.842.7570. If your Access key fob is not working, you must contact the MPCA during regular business hours at 623.466.8820.