



## 2021 Non-Resident Membership Agreement

The following agreement (“Membership Agreement”) setting forth the terms and conditions of membership in the Castlegate II Aquatic Center (the “Pool”) is hereby entered into by and between the individuals listed in the attached Application (Page 6) and the Homeowners Association of Castlegate II, College Station, Texas (the “Association”).

**Rules and Regulations:** I have received a copy of the Fees, Rules, and Regulations for the Castlegate II Aquatic Center (Pages 2 - 4 of this Agreement). I agree that I and all persons using the Pool through this membership are bound by and will comply with the rules and regulations of the Pool as they may be amended or supplemented from time to time. I understand that the Pool, the Association or the Management Company may suspend or terminate this membership at any time for violation of the Rules and Regulations.

**Membership:** In exchange for payment of the summer membership fee in the amount indicated on page 2 of this Agreement, I understand that I will have the right to use the Pool facilities in accordance with the terms and conditions contained in this Membership Agreement. I further understand and agree that this membership to the Pool is not transferable. All members using the pool reside at the same address specified in my application. There shall be no proration or refund of the annual membership fees for any reason.

**Waiver of Liability:** In consideration of the membership rights granted in this Membership Agreement, I hereby accept the Pool’s facilities and services “as is” and agree that all use of the Pool’s services and facilities is undertaken at my sole risk. I understand that the activities natural to the use of the Pool facilities involve an inherent risk and I hereby understand and agree that the Association or Management Office shall not be liable for any injuries or damage to my person or property, or that of my family or guests, arising out of the use of the Pool’s services or facilities, whether or not resulting from acts of active or passive negligence on the part of the community, its officers, employees, or Management Office. Individually, and on behalf of my family, guests and heirs, expressly forever release and discharge the association, the management office, officers, and employees from all claims, demands, actions or causes of action and all damages related thereto, including any and all claims for attorneys’ fees and costs relating to any such injuries or damages. I further understand and agree that the Association, staff, or Management Office shall not be responsible for any of my property, or the property of my family or guests, which may be lost or stolen at the Pool facilities.

**Agreement:** By signing the attached Agreement Form, I confirm that I have read and understand this Membership Agreement in its entirety. This Membership Agreement constitutes the full agreement between me and the association. I further agree that this Membership Agreement and any action arising from any use of the Pool pursuant to the rights granted in this Membership Agreement shall be governed by the laws of the State of Texas and venue thereof shall be in Brazos County, Texas.



## 2021 Fees, Rules and Regulations

### DEFINITION OF MEMBERS AND POOL USAGE FEES

The Castlegate II Aquatic Center is a “neighborhood” pool and is not available for use by the general public. Its membership is restricted to the following classes of members:

**Resident** - any person who resides in or owns property within the Homeowners Association of Castlegate II community is a Residential Member.

**Non-resident** - any person who resides outside of the Homeowners Association of Castlegate II community, and has signed and agreed to the terms of their purchased membership.

For purposes of the descriptions above, the term “residential property” shall be limited to the single-family residential homes owned by the resident. Builders owning property including Employees of the builder are not eligible to be Resident Members.

The fees charged for use of the Pool for the season **starting May 1, 2021 (Ending date TBD)** are as follows:

Type of Membership	Membership Fee
Non-resident	\$300.00

For Memberships, only children and legal dependents (under 18) of the Primary Pool Member who **reside** at the Primary Pool Member’s qualifying residence or adult children temporarily away at college are eligible to be included. Proof of dependency is subject to verification. Any other person (age of 18 or over) will require a separate adult membership. Non-resident grandchildren, nieces, nephews, cousins, etc. are considered “guests”. Each Resident or Non-Resident Member is allowed up to 4 "guests" per visit. Both Resident and Non-resident **Members must accompany their Guest(s) when using the Pool.**

## GENERAL POOL RULES

1. All persons using the pool do so at their own risk, and the association assumes no responsibility for injury or damages resulting from use.
2. Injuries, no matter how slight, must be reported to the HOA Management (hoa@bealbc.com)
3. All children younger than 14 years of age must be supervised by an adult.
4. Running, pushing and other horseplay is prohibited.
5. No diving or jumping into the pool.
6. Bicycles, scooters, roller blades, skateboards, or roller skates are not permitted inside the fenced in pool area.
7. Glass and porcelain containers are not allowed in the fenced in pool area. All containers must be non-breakable. NO EXCEPTIONS! *NOTE: Texas State Health Regulations prohibit food and/or beverages in the pool itself.*
8. There will be no smoking on the aquatic center premises (this includes the parking area).
9. No pets are allowed in the aquatic center premises.
10. Anyone with infectious or contagious disease, open sores/wounds, a fever over 99 degrees or an infectious condition is prohibited from entering the water or restrooms.
11. All swimmers must wear suitable bathing suits in the pool. Cutoffs and street clothes are not permitted.
12. Children who are not yet toilet trained must use approved swim diapers.  
*NOTE: Any parent who allows their child to swim in the pool without using swim pants and/or diapers will be financially responsible for the shock treatment of the pool as required by the Texas Department of Health.*
13. The Castlegate II HOA has the authority to deny admittance to the pool if the pool becomes overcrowded.
14. Acceptable objects for play in the pool;  
*baby inflatable floating devices, toddler arm floats and noodles.*  
*NO INTERTUBES, FLOATING CHAIRS, RAFTS, or INFLATABLE ANIMALS*
15. Chairs & tables are provided. No additional seating can be brought into the facility.
16. During electrical storms, the pool must be evacuated.
17. No derogatory, disrespectful, profane, or prejudicial language or music will be tolerated.

***\*\*Disruptive/Destructive Behavior of Any Kind Will Not Be Tolerated. Management Reserves the Right to Deny Use or Close the Pool at Any time. Persons Not Adhering to the Pool Rules Will Be Subject to Loss of Pool Privileges and/or fine.***

# MAXIMUM OCCUPANCY

Pool Area	Shallow/Instructional or Wading Areas	Deep Area
Total water surface area	1691 ft <sup>2</sup>	5193 ft <sup>2</sup>
Water surface area per user	15 ft <sup>2</sup>	25 ft <sup>2</sup>
Maximum Number of Occupants per area (Total water surface area/Water surface area/user)	112	208

In accordance with the occupancy limitations set by the Texas State Department of Health, the total maximum occupancy of the pool is limited to 320 occupants at any given time.

## 2021 POOL HOURS

The Pool will be open for the summer season from May 1, 2021 through October 3, 2021. Hours are as follows:

- Operating Hours:** The Aquatic Center will be open from 12:00 p.m. until 9:00pm on Monday, from 9:00 a.m. until 9:00pm, Tuesday through Sunday. To maintain the highest standards of sanitation, the Aquatic Center will be closed on Monday mornings for maintenance and shock treatment of the pool.

The pool schedule is also summarized in the table below:

Days	Operating Hours (May 1, 2021 through October 3, 2021)
Monday	12:00 p.m. – 9:00pm
Tuesday - Sunday	9:00 a.m. – 9:00pm

- Inclement Weather Policy:** In the event of inclement weather (severe storm, pouring rain, and/or lightning in the area), the Castlegate II Aquatic Center will close to ensure the safety of all members. Reopening of the facility will be determined based on weather alerts and forecasts at the time of closure.
  - In case of lightning in the area:**  
The Aquatic Center has an early warning lightning detection system that will sound an alert when lightning is in the area. When lightning is detected, all members and their guests are required to exit the water and seek shelter. In accordance with the National Lightning Safety Institute, pool activity is to remain suspended at least 30 minutes after the last lightning is detected in the area.
  - In case of a severe storm or pouring rain:**  
Severe storms and pouring rain decrease the visibility of the bottom of the pool. For the safety of all members and their guests, the Aquatic Center is to be considered closed when heavy rain is in the area. All guests are required to exit the pool and seek shelter. If severe storms and/or pouring rain continue for more than one (1) hour, the facility may be closed for the remainder of the day.

\*\*The Castlegate II Board of Directors and Management Company reserve the right to close the Aquatic Center at any time, for any reason, without advanced notice. When such action is taken, every effort will be made to notify members as soon as possible as to the reason for the closure and the expected length.



## 2021 Non-Resident Membership Application Instructions

1. Read the Agreement.
  - a. Make sure you and everyone in your household understand the pool rules.
  - b. Each Member is responsible for the actions of themselves, their children and guests.
  - c. Memberships are non-transferable and non-refundable.
  
2. Complete the Application Form. **Clearly print all information except for bottom signature block.**
  - a. List all Pool Members in household, including Primary Pool Member, and provide information shown for each.

For Memberships, only children and legal guardians of the Primary Pool Member who reside at the Primary Pool Member's qualifying residence are eligible to be included. Grandchildren, nieces, nephews, cousins, etc. (over the age of one (1) year) who are not residing within the member's household are considered "guests". The membership entitles Primary Pool Member to bring a maximum of 4 guests at a time.

3. The head of the household or spouse must sign the application form.
  
4. Applications can be submitted via email, [hoa@bealbc.com](mailto:hoa@bealbc.com), can be dropped off at the Castlegate II Event Center drop box, on the side of the building, or mailed or delivered to the management office during office hours or for your convenience they can be dropped in the 'drop box' after hours. The management office address;

903 S. Texas Avenue  
College Station, TX 77840.

All applications received by April 15, 2021 will be processed on a first come, first served basis before the Aquatic Center opens May 1<sup>st</sup>. Applications received after this deadline will be processed in the order that they are received. Applications will be processed within 5 business days. At the direction of the Castlegate II HOA Board of Directors, a maximum total of 100 memberships will be accepted for the 2021 pool season. Once that limit has been reached, all other applications will be placed on a wait list in case of cancellation.



## 2021 Non-Resident Membership Application

Date \_\_\_\_\_

**Contact Information**

(Please Print)

<b>Name</b>	
<b>Address</b>	
<b>Cell Phone Number 1</b>	
<b>Cell Phone Number 2</b>	
<b>Personal Email Address</b>	

**Pool Members**  
(Please Print)

(LIST ONLY THOSE DEPENDENTS WILL BE LIVING WITH YOU.)

Name	Relation	Date of Birth <i>(required for all dependents)</i>
1.		
2.		
3.		
4.		
5.		
6.		
	<input type="checkbox"/>	<b>Membership Fee</b> <i>(will be invoiced upon approval of membership application)</i>
		\$300.00

<p>The undersigned agree that all members listed above will abide by the terms of this agreement, including all Pool Rules and Regulations</p>	<p><b>Date</b></p>
<p>Signature of Property Owner:</p>	
<p>Accepted by (used by association):</p>	<p><b>Date</b></p>



## 2021 Non-Resident Membership Agreement

I, \_\_\_\_\_ (*please print*), and all members listed on my membership agree to all terms of this membership agreement, including, but not limited to the following (*please review and initial below*):

- \_\_\_\_\_ I have received a copy of the Fees, Rules, and Regulations for the Castlegate II Aquatic Center.
- \_\_\_\_\_ I understand that all persons using the pool do so at their own risk, and the association assumes no responsibility for injury or damages resulting from use.
- \_\_\_\_\_ I understand that **THERE ARE NO LIFEGUARDS ON DUTY**. The management office has the authority to take necessary action to enforce all these rules, up to and including removal of individuals from the premises, loss of pool privileges for a specified period of time as determined by the Association or referral of individuals to the appropriate law enforcement agency.
- \_\_\_\_\_ I attest that all members using the pool reside at the same address specified in my application (see page 2 of 7). Grandchildren, nieces, nephews, cousins, friends etc. (over the age of one (1) year) who are not residing within the member's household are considered "guests".
- \_\_\_\_\_ I understand that there is a limit of 4 guests at a time.
- \_\_\_\_\_ There is no smoking on the aquatic center premises (this includes the parking area), and glass and porcelain containers are not allowed in the fenced in pool area. All containers must be non-breakable. Texas State Health Regulations prohibit food and/or beverages in the pool itself.
- \_\_\_\_\_ I understand that children who are not toilet trained must use approved swim diapers and that if I allow a child to swim in the pool without using an appropriate swim diaper, I will be financially responsible for the shock treatment of the pool.

\_\_\_\_\_ (*signature required*)



## Credit/Debit Card Authorization Form

For The 2021 Pool Season

Date \_\_\_\_\_

Type of Credit/Debit Card  
(Check One)

Visa		MasterCard	
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**\*There is a 3.95% fee charged on all credit and debit card payments.**

**Credit Information**  
(Please Print)

Name <i>(as it appears on credit card)</i>	Last Name	First Name
Billing Address	Address Line 1	
	Address Line 2 (optional)	
	City	
	State	
	Zip code	
Credit/Debit Information	Card Number	
	Expiration Date	
	Security Code <i>(3 digit code located on the back of card)</i>	

*Non-Resident applicant please review and sign*

I, \_\_\_\_\_ *(please print)*, authorize my credit/debit card to be charged for the amount of the Pool Membership as outlined in this agreement.

\_\_\_\_\_ *(signature required)*