

**DEBALIVIERE PLACE ASSOCIATION
POOL MEMBERSHIP**

Name: _____

Household members: _____

Address: _____

Mailing Address (if different): _____

Phone Number(s): _____

Emergency Contact: _____ Phone No. _____

Email Address: _____ @ _____

Relationship to DPA: (Circle one) Owner or Renter

Reside in (circle one): Apartment Condominium Single Family Home Commercial

Membership Fee \$230.00 per Household. Payment shall be made payable to DeBaliviere Place Association.

I acknowledge, understand and agree to comply with the Pool Rules.

Signature

Print Name

Date

PLEASE COMPLETE THIS FORM IN ITS ENTIRETY ABOVE AND RETURN

By Mail: DeBaliviere Place Association, C/O David Bruns 225 South Meramec, Suite 1100, St. Louis, MO 63105

Upon processing, you will receive an email from: watermanpool@gmail.com

DEBALIVIERE PLACE ASSOCIATION POOL RULES

1. **NO LIFEGUARD WILL BE ON DUTY**
2. **Hours of Use.** Applicants may reserve the Pool during the standard DPA pool operating hours, which are from 8:30 a.m. to 7:30 p.m. (or dusk). Subject to Private Parties after 7:30 p.m.
3. **Good Standing.** Must be current on the Annual DPA Assessment.
4. **Memberships.** All membership purchasers must be 18 years or older.
5. **Guests.** Guests under 18 years of age must be supervised at the Pool at all times. Failure to do so will result in losing the ability to use the Pool. Each pass allows the member plus *two* guests in the pool at a time.
6. **Conduct and Compliance with Applicable Laws and Governing Documents.** All users of the Pool ("Pool Guests") shall comply with the laws of the United States and of the State of Missouri, and all

rules, regulations, laws and ordinances adopted by the City of St. Louis, as well as DPA's Governing Documents, rules, regulations and policies. Applicant and Guests will be subject to all applicable law enforcement penalties while on DPA premises.

Pool Guests are required to conduct themselves in a manner which will not interfere with DPA, its Members and Residents, or their enjoyment of the residential community. Obnoxious, abusive, destructive, reckless, rude or boisterous behavior will not be tolerated.

A Pool Member shall assume full responsibility for the character and acts and omissions for all of their Guests.

7. **Smoking.** There shall be no smoking inside the fenced-in pool area.
8. **Alcohol.** No form of alcohol may be served or sold by the Pool Guests.
9. **Glass containers.** Glass containers are prohibited on the Pool grounds, including the Pool deck, lawn, and in the Pool. Liquid refreshments must be in non-breakable containers which, if discarded, shall be properly disposed of in trash receptacles. If broken glass enters the pool, the pool must be closed and drained.
10. **Barbecue Grills and Coolers.** Grills and coolers are permitted; however, all grills and coolers must be located a safe distance away from the water (6 feet minimum). Any injury or damage caused from the grill is the sole responsibility and liability of the Pool Guest.
11. **Music.** Music shall be permitted, but must abide by any applicable sound ordinance(s). DPA reserves the right to require a Pool Guest to reduce sound levels if deemed necessary. Failure to reduce sound levels upon request can result in the immediate termination of the event.
12. **Pets.** Animals are not allowed inside the Pool grounds.
13. **Clean Up.** Each Pool Guest shall be responsible for removing all of their personal belongings and to leave the Pool area in the same condition as upon entering.
14. **Right to Suspend.** DPA Board may withdraw temporarily or revoke permanently Pool membership. Membership may not be transferred to or used by any person other than the person assigned on this application. Improper use of any facility or failure to observe and obey the rules may be a reason for suspension or revocation without a refund. The pool's official operating schedule will be Memorial Day through Labor Day. If for any reason the pool is inoperable for any extended length of time (not due to a violation of rules), membership will be prorated for the portion it was unusable. Rules are subject to change during the season. Hours are subject to change, blocks of time may be sold to groups.
15. **Personal Property.** DPA shall not be responsible for losses, damages and/or misplaced personal property placed in or on its Pool facility or grounds by the Pool Guests.
16. **Liability of Applicant.** Pool Guests assume full liability for the cost of repairing damage or loss to DPA property caused by him or herself and their Guests, and agrees to reimburse DPA for all costs which may be incurred for repair, replacement or payment for any property of DPA which is damaged, destroyed, misplaced or stolen, by Applicant and/or Guests.