

## 2026 WHOA Pool Rental Agreement



DATE: \_\_\_\_\_

Name of WHOA

Owner/Lessee: \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Rental date requested: \_\_\_\_\_ Time: 8-10pm Approx. Number of Guests: \_\_\_\_\_

Westview Home Owners Association (“WHOA”) is the Lessor for the WHOA pool

“WHOA pool”: the WHOA pool located at 26640 Redwood Drive, Olmsted Falls, OH 44138

“WHOA recreational facilities”: – the facilities located at 26640 Redwood Drive, Olmsted Falls, OH 44138, including the WHOA pool, playground, basketball court, tennis court, parking lot, and surrounding property managed by the WHOA

Eligibility: WHOA pool rental is available only to a WHOA Owner (“Lessee”), over 21 years old, in good standing, all prior and current dues paid in full.

The WHOA Owner (“Lessee”) shall be present at the WHOA pool at all times for the duration of the WHOA pool rental period.

WHOA pool rental must be requested at least (2) weeks in advance of proposed rental date.

The fee for WHOA pool rental shall be \$250.00, with \$100.00 held as a refundable deposit pending WHOA post-rental inspection.

Upon confirmation of pool condition as required below, up to (24) hours after rental, the \$100.00 deposit shall be refunded by WHOA within (72) hours via CheddarUp

Payment in full of the rental fee must be made no less than (24) hours in advance of the pool rental period, via CheddarUp at [www.whoaconnect.org](http://www.whoaconnect.org)

WHOA pool rental fee includes required (2) WHOA lifeguards for the duration.

CANCELLATION: Full refund for cancellation more than (48) before rental period. Cancellation less than (48) hours before rental subject to \$50.00 cancellation fee.

No refunds will be issued once rental period begins.

## **2026 WHOA Pool Rental Availability**

8pm-10pm Friday-Sunday June 1-September 7

### **WHOA Pool Rental Rules**

Adhere to all WHOA rules, regulations, policies, and agreements at all times, including attached WHOA Pool Rules

Adhere to all local, state, and federal laws

FOLLOW DIRECTIONS OF WHOA LIFEGUARDS AT ALL TIMES

Absolutely NO ALCOHOL and NO SMOKING at WHOA facilities

Children must be supervised by a responsible adult AT ALL TIMES

Maximum guests allowed for WHOA pool rental is 50.

Music must remain at acceptable level – not heard beyond 50ft from pool

No cooking within the fenced pool area

Setup no earlier than rental start time of 8pm

Cleanup must be finished by 10:30pm

Cleanup must include:

Return tables/chairs/loungers to original location

All trash picked up, bagged, and placed in trash receptacles

Pool deck and pavilion swept w/ no remaining debris

Bathrooms must be cleaned and in open-ready condition

\*WHOA lifeguards are NOT responsible for rental period cleanup

### **Disclaimer of Liability**

Lessee(s) who enter this agreement with WHOA for use of the WHOA pool described herein agree to abide by the rules and regulations for use of the WHOA pool and any related use of the WHOA recreational facilities. Use

of WHOA recreational facilities is at the Lessee's and individual user sole risk and responsibility. WHOA and its Board of Trustees do not assume responsibility for any occurrence, accident or injury in connection with such use. No Lessee shall make any claim against WHOA, the WHOA Board of Trustees, individual WHOA Trustees, or the agents, employees, designees, or assignees of the WHOA for or on account of any loss or damage to life, limb or property sustained as a result or in connection with any such use of any of the WHOA pool or recreational facilities. Lessee shall hold the WHOA, the WHOA Board of Trustees, individual WHOA Trustees, and all agents, employees, designees, or assignees of the WHOA harmless from any and all liabilities and any action of any nature by any Lessees, guests, invitees or licensee of such Lessee growing out of the use of the WHOA pool or WHOA recreational facilities, except where such loss, injury or damage can clearly be proved to have resulted from and been proximately caused by the direct negligence of the WHOA, the WHOA Board of Trustees, or the agents, employees, designees, or assignees of the WHOA in the operation, care or maintenance of the facilities described herein.. Any damage to the WHOA pool and/or WHOA recreational facilities by Lessee or guests, invitees or licensees of such Lessee while using any of the WHOA recreational facilities occurring during Lessee's use of the WHOA pool or WHOA caused by an Owner or the guests, invitees or licensees of such Lessee shall be repaired at the expense of the Lessee under this WHOA Pool Rental Agreement.

Affirmative Covenant

WHOA Owner/Lessee specifically agrees that in the event of any damage to the WHOA pool or WHOA recreational facilities during the pool rental period described herein, the WHOA/Lessor shall have an affirmative cause of action to recover the full cost of repairs, replacement, specialized cleaning and any other costs to address rental period damage. Such costs will be deemed an additional assessment and, if not paid immediately upon request, may be deducted from the security deposit, levied as an assessment against the Owner, or pursued via legal action

**By signing, the below WHOA Owner/Lessee agrees to accept all terms and conditions of this WHOA Pool Rental Agreement in its entirety.**

Owner/Lessee: \_\_\_\_\_

Date: \_\_\_\_\_

**WHOA Board of Trustees Approval**

WHOA Officer or Trustee: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted and Scheduled Rental Date and Time: \_\_\_\_\_

WHOA Pool Rental Fee Received Date: \_\_\_\_\_

Post-rental WHOA Pool Inspection Completed by: \_\_\_\_\_

Owner/Lessee Eligible for Deposit Refund: \_\_\_\_\_

WHOA Pool Rental Deposit Refund Date: \_\_\_\_\_