

**TALEGA MAINTENANCE CORPORATION
POOL GATHERING APPLICATION**

Completed applications and deposits must be submitted a minimum one week prior to requested event date. All applications require an evaluation for approval that can take up to 48 hours and are conducted Monday-Friday.

Attention: Homeowner(s)

Re: Pool Gathering Application

Thank you for your recent interest and application to host a pool gathering at the TMC facility. All applications require evaluation and approval which is conducted Monday-Friday and can take up to 48 hours to process. You will be notified directly by a TMC associate in writing by with the status of your application.

If you should have any further questions or concerns, please do not hesitate to contact me at (949) 361-8466 x102.

Sincerely,

Rilee Gallegos
Resident Service Associate
Rilee.gallegos@fsresidential.com

Marcy Maulorico
Lifestyle Manager
marcy.maulorico@fsresidential.com

100 Calle Altea
San Clemente, Ca. 92673
phone: (949) 361-8466

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A pool gathering is defined as a planned or scheduled event or party with fellow Talega residents or guests utilizing the Talega facility as an outdoor venue. Attendees will be gathered in a location socializing, sharing food & refreshments, and enjoying the poolside space.

Name: _____

Address: _____

Home Phone: _____ E-Mail: _____

Fob Access #: _____ CDL #: _____

Is this event a Birthday? Yes, No If no, please list the type of event _____

***Is this a surprise? Yes, if so, who shall we contact with questions? _____

Gathering Date: _____ (MON., TUES., WED., THURS., FRI., SAT.)—**No Sundays**

Start time: _____ Finish Time: _____

Number of guests/attendees invited to gathering: _____

Age group of party: 1-5 how many _____ 6-9 how many _____ 10 up how many _____

*******Reservations are only permitted between the hours of 9:00am to 5:00pm*******

Anything after the specific designated time frames can be considered with a completed application and on a case by case basis.

****I have received a copy of the Guidelines. I understand that if I do not follow the regulations, or if I provide incorrect information on my application, TMC reserves the right to cancel my function. ****

Homeowner Signature: _____ Date: _____

OFFICE USE ONLY	Date Received	Check #	Date Refunded
Security Deposit \$100 Check payable to: TMC			
Pool Monitor Fee (when applicable & determined by TMC)			
Copy of Driver's License	Yes / NO	Staff initials:	

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Gathering Guidelines

- ❑ **Talega Swim and Athletic Club Recreational Pool (Cabana closest to the Volleyball Court)**
 - **Hours:** Can be reserved for up to three hours (includes set up and clean up) between 9am to 5pm.
 - **Capacity:** Not to exceed 24 guests-children and/or adults. (Those invited and attending gathering)
 - **Guest List:** Need a list of attendees 24 hours prior to gathering. All guests must check in at the front desk.
 - **Approved applications** are provided a designated reserved area however the pool remains open to the entire Talega community.
 - **Application:** Must be turned in within one week prior to scheduled gathering date. If it's less than a week those are considered on a case by case basis. Gatherings can be reserved no more than six months in advance and may not be reserved for two weeks in a row by the same resident.
 - **Cost and Deposit:** \$100 refundable security deposit due at time the application by check only. There are NO refunds for gatherings cancelled LESS than one week prior to scheduled date. All cancellations must be in writing from reserving homeowner. The cost for repair of any damage to the facility or the **cost of any additional cleaning including removing all trash left behind or in the trash receptacles** after the event will be paid for from the deposit received from the resident, and the balance of the deposit returned. If damages exceed the amount of the deposit, payment is due to TMC immediately.
 - **Monitor:** Monitors are there to monitor TSAC property they **ARE NOT** life guards. Required monitors will be determined by TMC staff with a completed application.
1. Glass, Pets, Smoking, Alcohol and/or Vaping is not permitted in and/or around the facility and pool areas.
 2. Open flames are not permitted at any time – (candles, tiki torches, portable barbeques, etc.). This is a non-cooking facility so no cooking on premises allowed. Ex: BBQ, no taco man or In-N-Out truck. Food can be brought in or dropped off.
 3. No decorations can be affixed to the beams, surrounding gates, street signs, fencing or landscaping. Decorations must be kept in the designated reserved area only.
 4. No gates leading to pool areas may be restrained or left in the open position.

Homeowners Signature _____ Date: _____



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5. Gathering and all attendees need to stay within the approved pool activities as described in the Rules and Regulations and eating in the designated reservation space. Piñatas, latex balloons, streamers, floatation devices, bubble rollers, jump houses, game trucks and cooking devices are NOT permitted.
6. Only the Talega Swim and Athletic Club (TSAC) facility off Calle Altea is designated to hold pool gatherings. Gatherings are **not** allowed at the other two locations (Saluda & Tierra Grande).
7. TMC and TLC are exempt from the guideline limitations. Reservation dates may be blacked out due to TMC or TLC events.
8. Room rental is not permitted in combination with a pool gathering reservation.
9. No amplification and/or music as not to disturb the other residents utilizing the pool and surrounding deck.
10. If the pool must be shut down for any reason (ex: Contamination or repair) all residents and their guests must exit the pool and deck area as directed by Talega staff and/or pool monitors.
11. **If there are any non-swimmers under the age of 5 present swim pants/diapers are required.** The TSAC office and pool monitors can provide for free of charge if needed.
12. Reservations cannot be used for personal financial gain, fundraisers, charity events or commercial activity.
13. TMC is not responsible for personal items that may be lost or stolen.

CLEAN UP REQUIREMENTS

These conditions shall be met in conjunction with the facility rental guidelines at Talega Maintenance Corporation.

1. Check facility prior to leaving to make sure that all is in order and no trash/debris has been left behind.
2. No debris or trash shall be left in the bathrooms, pool deck area, or surrounding trash receptacles.
3. Reserving resident is responsible for removing all trash and placing in the dumpster which is located at the rear, right corner of the parking lot. Do not fill poolside trash receptacles with party trash.
4. All pool furniture shall be replaced in its original setting.
5. All decorations must be placed in the assigned reserved cabana area only and must be removed completely upon departure.

Homeowners Signature _____ Date: _____

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WAIVER AND RELEASE

For and in consideration of being permitted to rent facilities (“Facilities”) owned by Talega Maintenance Corporation (“TMC”), the undersigned (“Member”) hereby agrees, acknowledges and understands that the use of the Facilities involves the risk of injury to Member, Member’s guests and attendees of Member’s event, whether Member or someone or something else, cause such injury. Further, Member hereby agrees, acknowledges and understands that the use of the Facilities is voluntary, and Member voluntarily agrees to accept such risk of injury. Member hereby releases, waives and discharges TMC, its directors, officers, agents and employees from any and all liability for any injury, including, without limitation, personal, bodily or mental injury, including death, economic loss or any damage to Member, his or her guests, unborn child, spouse, next of kin, heirs or relatives directly or indirectly arising out of or resulting from, or in any way connected with, use of the Facilities by Member, or Member’s family members, tenants, guests or attendees of Member’s event. Further, Member hereby agrees to indemnify, defend and hold TMC, its directors, officers, employees and agents, harmless from and against any and all claims, liabilities, damages, demands or liabilities for any such damage, loss, injury, or death, and any and all costs and expenses incurred by TMC in connection with Member’s use of the Facilities (including but not limited to reasonable attorneys’ fees and court costs). Member agrees to pay TMC in full and promptly upon demand for all loss of and damage to TMC’s property caused by, or growing out of, any use of the Facilities by Member or Member’s family, guests, tenants or attendees of Member’s event.

I have read the Rules and Regulations, the Rental Guidelines, and this Facility Rental Waiver and Release. I accept the liability for damage to TMC property and for injury to persons admitted to the Facility. I understand that if I, my family, guests, tenants and/or attendees of my event violate any of the regulations, or if I provide inaccurate information on my application, TMC reserves the right to cancel my function at any time, charge any and all expenses incurred and deduct any fines and/or penalties incurred by this violation from my security deposit.

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VOLUNTARY ACTIVITIES PARTICIPATION FORM

ACKNOWLEDGEMENT AND ASSUMPTION OF POTENTIAL RISK

I am a Resident in Talega and I am willingly bringing members of my household to a Talega facility and/or community event. I understand and acknowledge that these activities, at this time, pose the potential risk of exposure to the Covid-19 Virus with the understanding that the risk of infection associated with COVID-19 is an unknown and, while the Association is taking precautions to minimize the risk, there is no way the risk can be eliminated.

**USE OF TALEGA MAINTENANCE CORPORATION and/ or TALEGA LIFESTYLE CORPORATION
FACILITIES AND PARTICIPATING IN COMMUNITY EVENTS IS AT YOUR OWN RISK!**

I understand and acknowledge that by accessing and using the common area pools, I am assuming liability and responsibility for any and all potential risks that may result.

I understand, acknowledge and agree on behalf of myself and anyone else whom I bring with me to abide by the Facility & Event Rules that have been put in place to address the County's social distancing requirements and by violating said rules I may be directed to leave the facility and I may also face further enforcement action.

With full awareness and appreciation of the risks involved, I understand, acknowledge and agree on behalf of myself, my legal representatives, spouse, heirs, administrators, executors and assigns that the Talega Lifestyle Corporation, Talega Maintenance Corporation and FirstService Residential, its employees, Boards of Directors, officers, agents or volunteers, shall not be liable for any injury/illness suffered by me, members of my household or anyone else whom I bring with me to the facilities which is incident to and/or associated with accessing the common areas during the COVID-19 pandemic. I have read and understand the terms of this document and I have full authority to make these representations on behalf of myself and anyone whom I bring to the pool area.

Print Name

Signature

Date