



Colby Lake Swim & Tennis Association
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Colby Lake Swim & Tennis Association Membership Sublease Policy and Member Agreement

Membership to the Colby Lake Swim & Tennis Association is transferable only upon an accompanying sale of a member's home. Thus, subleasing your membership is no a legal right held by any member. Memberships are not personal assets, but run with the land, meaning our homes. However, the directors of the Colby Lake Swim & Tennis Association acknowledge the fact that subleasing of memberships is occurring and thus has enacted the following policy for the upcoming pool season. As a preface, all members wishing to sublease their membership should note the added administrative burden in monitoring and controlling the subleasing of memberships. Therefore an added charge of \$50.00 is due at the time this form is submitted. (A sublesor is the household that is the permanent member to the association per the restrictive covenant on their property; a sublessee is the temporary user of the pool for the current pool season).

1. In order to sublease a membership, the permanent member must be in good standing for the current year and all previous years. This means there are no outstanding dues owed to the association. Good faith subleasing can be allowed to members actively trying to bring their accounts current. Contact the business office to make arrangements to sublease in this case.
2. If the member holds pool gate cards, those cards will not be activated to open the gate. The sublease family will receive their own member cards.
3. A sublease membership will not be honored unless a completed form and sublease fee of \$50.00 is submitted to the business office and signed (or agreed via email) by both the member and the sublessee. We will accept online registration from members only as valid sublease agreement and email confirmation will be sent to both parties as agreement confirmation.
4. Sublease use of the pool is entirely at the discretion of the Association and can be revoked at any time. The sublessee's use of the pool shall not be interpreted as an implied membership to the Association. Sublessee may use the tennis courts in addition to the pool and may participate in swim lessons and/or other association activities at the member rate.
5. Keys are no longer required to enter the pool gate. Sublessee will receive a set of 2 member cards with a unique key code to the pool gate. Tennis courts may require a key. Member cards will not be activated.
6. Members acknowledge that the facilitation of a sublease by the association is not an implied waiver of the covenants and by-laws prohibiting transfers, and the Association can prohibit subleasing at any time.
7. The sublessee acknowledges that they are responsible for the behavior and conduct of their family members and guests and any damage to the facility, personal property or injury to others caused by their family or guests shall be their responsibility. Sublease families are bound to the same rules and regulations as any Association member.
8. Member acknowledges they will not use the pool at any time during the period of their sublease.
9. Sublessee acknowledges regardless of whether consideration (money or gift) was paid to the sublesor, they are not members of the Association.
10. The online agreement form replaces the need for a hard copy agreement to the sublease policy. However, by checking the box on the online agreement form that is submitted to the business office, both parties will receive a confirmation that the agreement was received by the business office and we assume both parties have agreed to these conditions. Both parties will receive via email, a confirmation of their agreement, a copy of this sublease policy and a copy of the rules of use.
11. This policy constitutes a memorandum of understanding. It shall not be construed as a contract, lease, membership form, proof of membership, or acceptance by the Association of the private arrangement between sublesor and sublessee.
12. This contract is for the current pool season only and must be resubmitted each year.

I have read the foregoing, and agree to the terms of the policy above when the agreement form was submitted online.