



Colby Lake Swim & Tennis Club Association

P.O. Box 25902
 Woodbury, MN 55125
 www.colbylakepool.com

Membership Sublease Policy

Membership to the Colby Lake Swim and Tennis Association is transferable only upon an accompanying sale of a member's home. Thus, subleasing your membership is not 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 and 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 \$125 is due at the time this form is submitted. (A **sublessor** 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;
2. The member is responsible for transferring the pool key to the sublessee. A sublessee cannot order his or her own key from the association.
3. A sublessee's membership will not be honored unless a completed form and sublessee fee of \$125 is submitted to the Association and signed by both the sublessor and sublessee.
4. Sub lessee's 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.
5. The charge for replacement keys to any sublessor, following a sublease arrangement shall be \$75.
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. Members acknowledge that they remain responsible for the behavior and conduct of their sublessee, families and guests and any damage to the facility, personal property or injury to others caused by their sublessee(s) shall be the member's responsibility.
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 sublessor, they are not members of the Association.
10. By signing below, both parties acknowledge they have received the Pool Rules for the Association.
11. This form 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 sublessor 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. (Fill out information below completely)

Member Name (print)	Address	Phone
Signature and Date		Email Address

Sublessee Name	Spouse	Please list all children first name & age
Phone	Address	Email Address
Signature & Date	Emergency Contact Name	Emergency Contact Phone