

Bay Port Colony Property Owners Association, Inc.

TENNIS COURT RULES AND REGULATIONS

1. Tennis courts are private property for paid-up members and guests.
2. Only tennis players and pickleball players are allowed on the courts.
3. No pets allowed except for previously approved Service or Support Animals.
4. Children under 9 years old must always be attended by a responsible person over 13 years old. The tennis courts are not monitored, and parents assume all risk of permitting their children to use the courts without adult supervision.
5. All litter is to be placed in trash containers, lights off when play is finished, and gate is to be closed and locked.
6. Courts are open sunrise to 10:00 PM.
7. Time limits: Doubles - 2 hours Singles - 1 ½ hours
8. Paid instructors/trainers must be registered with the Association Property Manager, shall have, maintain and provide copies of occupational and professional licenses (if any exist for that activity), and proof of general liability insurance. If an instructor/trainer provides tennis lessons more than any part of two days in any 30 day period, he or she shall designate the Association as an additional insured on their general liability insurance policy and provide coverage of not less than \$300,000.00. Instruction/coaching by a paid instructor/trainer is limited to one (1) hour lessons with no more than two (2) consecutive lessons when all courts are full when other members present are awaiting courts to open. At least one individual of the instructor's class must be a paid-up Association member in good standing. All others must be guests of the member.
9. No dangerous activity, acts of nuisance, or trespassing is permitted.
10. Rules violations may result in loss of use privileges for a period up to 90 days in addition to fines.
11. One access device may be issued to each household in good standing upon payment of a \$15.00 deposit. **YOU MUST SEND A CHECK MADE PAYABLE TO BAY PORT COLONY FOR \$15.00, ALONG WITH THE RULES AND REGULATIONS AGREEMENT** to Bay Port Colony, 4131 Gunn Highway, Tampa, FL 33618. Access device must be returned upon transfer of membership rights and within 48 hours upon demand from the Board or its representative for rules violations or non-payment of dues or assessments. Failure to return access device will result in forfeiture of deposit and may be cause for issuance of a no trespassing notice. Replacement of lost access device will result in forfeiture of held deposit and a \$100 non-refundable fee. Access devices may not be loaned to anyone or duplicated. Access devices must be returned to the issuing office upon sale of residence.
12. The Association is not responsible for injury or lost or damaged personal property.
13. The Association may seek damages from those damaging Association properties.

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TENNIS COURT RULES AND REGULATIONS AGREEMENT

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ **Cell:** _____

Email: _____

DEVICE DEPOSIT DUE: \$15

ACCESS DEVICE #: _____

I acknowledge that I have read and agree to abide by the Bay Port Colony Property Owners Association (BPCPOA) Rules and Regulations governing the use of the common area tennis courts. Should I, my family or my guest violate any of these rules, I will be subjected to a \$50 penalty assessment per occurrence, due and payable to BPCPOA, and may have my use privileges suspended. I have read and understand the current Tennis Court Rules and Regulations attached to this document.

I shall reimburse BPCPOA for and indemnify and save BPCPOA harmless from any and all liability, loss, damage, expense, causes of action, suits, claims or judgments including, but not limited to, attorney's fees and costs arising from death, injury to person or property, whether mine, my guest(s), or family(s), BPCPOA(s) or any third party(s), resulting from or based upon negligent use or operation of the boatlift by myself: members of my family, or my guests; and shall, at my own cost and expense defend any and all claims or suits which may be brought against BPCPOA, as members, officers, agents, and assigns.

I acknowledge that all members of my household and guests are likewise bound by the above acknowledgments and indemnities and that I am personally liable for their actions.

I acknowledge responsibility for returning the above numbered tennis court access device issued to me and I understand that I am liable for any damage arising out of usage of the numbered access device issued to me until said access device is returned to BPCPOA.

I agree to return the access device within forty-eight (48) hours upon written demand and notification of any violation of the Rules, Regulations and Instructions, written demand to be made via U.S. Regular Mail or via hand delivery to the address set forth herein above.

I acknowledge that the above information given is true and if any of the above information changes, I will notify BPCPOA of the changes within ten (10) days.

Homeowner's Signature

Date

This application may require personal identifying information. To the extent you are providing personal identifying information to the Association herein, unless you make arrangements in writing with the Association otherwise, you are giving express consent to the Association to disseminate such information to third parties, including other members, without further consent.