

AGREEMENT dated this day of
by and between WINFIELD MUTUAL HOUSING CORPORATION, a
corporation of the state of New Jersey, with offices at 1 Roosevelt Drive, Winfield
Park, New Jersey, hereinafter referred to as "Corporation" and
residing at
hereinafter referred to as "Owner".

*For the purpose of this Agreement A SWIMMING POOL is defined as an
above ground pool used for swimming, bathing or wading and capable of being
filled to a height greater than twelve (12") inches. To comply with recognized
safety standards the Owner is responsible for keeping the pool secure at all
times. Every pool, other than a wading pool (as defined in the Member's
Handbook) shall be completely enclosed by a sturdy fence not less than forty
eight (48") inches in height. If a safety fence is attached to the top outside edge
of the pool it must protrude at least thirty six (36") inches above the top of the
pool. Furthermore, the gate must be locked at all times when the pool is not in
use. If a member installed a pool without a safety fence being attached to the top
of the pool, the GATES MUST BE SECURED WITH CHILD SAFETY
DEVICES. Ladders must be removed when the pool is not in use.*

WHEREAS, Owner resides at the above address pursuant to the terms of the
Mutual Ownership Contract with the Corporation, and

WHEREAS, Owner wishes to install a pool adjacent to the premises
occupied, and

WHEREAS, the ordinances of the Township of Winfield require the Owner
to register the pool with the Board of Health before it is put into use, and

WHEREAS, a precondition for the registration with the Township is the
issuance of a permit by the Corporation.

NOW THEREFORE, in consideration of the premises and the covenants
contained herein, the parties agree as follows:

1. The Corporation will issue a permit for the Owner's pool and provide
evidence thereof to the Township of Winfield.
2. In consideration of the issuance of the permit, Owner agrees to indemnify,
defend and save harmless Corporation from any and all liability, loss or
damage that Corporation may suffer as a result of claims, demands, costs or
judgment against it, arising from the installation, maintenance, or operation

of the pool by Owner, or arising out of the failure of Owner, or those acting under the Owner, to conform to the statutes, ordinances or other regulations or requirements of any governmental authority in connection with the installation, maintenance or operation of a pool.

3. Owner agrees to perform the following acts on or before May 31st each year.
 - A. Complete an annual application for a permit.
 - B. Pay the Corporation **\$100** for a pool renewal permit.

In the event a new pool is installed, the initial permit will cost **\$200**.
All pools drained and refilled, the permit will cost \$200.

Also, a permit issued after May 31st will cost **\$200**.
 - C. Upon signing a Vacate Notice or discontinuance of use, the Owner shall level off the pool area with top soil and reseed, or sod the pool area.
4. This Agreement shall commence on the date first set forth at the head of this agreement and shall continue in full force until the pool is completely dismantled by Owner and removed from the site.
5. Corporation agrees to notify Owner in writing, and Owner agrees to notify Corporation within ten (10) days, by certified mail, at the address set forth above, of any claim made against them under the terms of this Agreement.

If Owner fails to comply with any of the terms of this agreement within five (5) days of being notified the **UNIFORM PENALTY FOR NON-COMPLIANCE** will be assessed.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WINFIELD MUTUAL HOUSING CORPORATION

BY _____
Manager

WITNESS: _____
OWNER
