

Application for Reservation Agreement

Carriage Park Clubhouse

In consideration for the Carriage Park Community Association, Inc., allowing me the exclusive use of the Carriage Park Clubhouse and equipment and furnishings, I, the undersigned, agree as follows:

1. I agree to reserve the Clubhouse of the Carriage Park Community Association on _____ under the terms and conditions set forth below.
2. I am reserving the Clubhouse for the purpose of _____, which will be attended by not more than _____ people.
3. The party or other function, including set up and clean up time, will be held between the hours of _____ and _____ on the date noted above. I understand that continued use of the Clubhouse after the hours for which it has been reserved will constitute a breach of this agreement and will result in forfeiture of my deposit.
4. I will make a security deposit in the amount of \$100, which is due and payable upon submission of this Application and Agreement. I further understand and agree that this deposit will be used to pay for cleaning costs and any and all damages resulting to the Clubhouse, its contents, or any other portion of the property from any action or any action of persons present at, or attending, or in any other way related to my function. I understand that any charges made against my security deposit will be explained. If the cost of repairs exceeds the amount of my security deposit, I agree to pay the Association the full cost of all repairs within ten days of receipt of a written explanation of the damages and a bill from the Association for such repairs. I agree that all deposits, fees and expenses incurred by the Association as a result of the use of the Clubhouse under this Agreement shall be considered an assessment and constitute a lien against my property and shall be fully collectible as such as provided for in the Association's Declaration and By-Laws. I understand that this security deposit is refundable if the Clubhouse requires no cleaning and no damages have been assessed after my use.
5. RENTAL FEE - I agree to pay a rental fee in the amount of \$100, which is due and payable upon submission of this Application and Agreement. I further understand that this rental fee is not refundable unless I cancel my reservation 24 hours or more before the reservation date.
6. I assume all responsibility, risks, liabilities and hazards incidental to the activities applied for (including, but not limited to, the serving of alcoholic beverages), and hereby release and forever discharge the Association, its officers, directors, employees, agents and members, past and present, from any and all claims, costs, causes of action and liability for personal injury or death and damage to or destruction of property arising from my use of the Clubhouse and its appurtenances.
7. I agree to indemnify and hold harmless the Association and John Wieland Homes, Inc, its officers, directors, employees, agents and members, past, present and future for any and all claims, costs, causes of action and liability (including, but not limited to, attorney's fees) for any injury, to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees or any

member of the Association or any other person which arise from or are in any way related to the above activity, whether or not caused by the Association's negligence.

8. I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to my function and agree to be personally responsible for causing such persons to comply with the Association's Declaration, By-Laws and Rules and Regulations. I acknowledge that violation thereof by any person present at, attending, or in any other way related to my function may at the sole discretion of the Association's Board of Directors, result in forfeiture of my deposit.

9. I understand that I am being granted the exclusive use of the Clubhouse for the time period described above subject to the right herein reserved by the Association to enter the Clubhouse and terminate my use thereof should the conduct of any person using the facility endanger the health, safety or well-being of any person or constitute a threat of any property.

10. I am at least 21 years of age and will be in attendance at my function. I hereby agree and represent that the Clubhouse will be used for lawful purposes only and that if any conduct at the function I am sponsoring violates federal, state or local laws or ordinances, my rights to use the Clubhouse under this Agreement shall be terminated and the Association shall have the right to take possession of the Clubhouse and instruct my guests to leave the property.

11. In the event of cancellation of my reservation twenty-four hours or more before the reservation date, the security deposit and rental fee will be refunded in full. Cancellation after this time will result with a refund of the security deposit only.

12. Subject to those deductions provided for in this Agreement, the deposit will be refunded in the whole or in part by mail.

13. FACILITY CLEANING - I agree to clean the facilities after use, including any and all necessary means to restore the Clubhouse to its prior condition, up to and including mopping floors, vacuuming and steam cleaning carpets, cleaning the kitchen and bathrooms and removing all garbage from the property.

14. POOL USE (check one)

I WILL NOT be using the pool during my function

I WILL be using the pool during my function (Separate Pool Reservation Required)

- A. I understand that a pool reservation is NOT INCLUDED in this agreement and must be approved and reserved separately with the Carriage Park Pool Chairman. I further understand that I must hire an additional lifeguard(s) if necessary as required in the Carriage Park Pool Rules. All associated costs are my responsibility.

Please contact: Pool@carriagepark.org for all pool reservations.

- B. I further understand that my reservation of the Clubhouse does not give my function exclusive use of the pool. I will not allow my guests in the pool area when the pool is closed between the hours of 11:00pm - 8:00am. (9:00pm - 11:00pm Adults ONLY)
- C. A Copy of the Lifeguard Contract must be submitted to the clubhouse committee at least 7 days prior to your function.

D. Failure to secure a pool reservation by the Carriage Park Pool Chairman will be cause for automatic denial of pool use during your function.

15. I have carefully read and understand this form and the attached rules and agree to be bound by its terms.

Name _____

Address _____

Home Phone _____ Cell _____

Email _____

Signature _____ Date _____

FOR CLUBHOUSE COMMITTEE USE ONLY

AGREED TO AND ACCEPTED BY ASSOCIATION

Name _____

Signature _____

Address _____

Title _____ Date _____

Revised 5/20/17