

**CREEKSIDE VILLAGE PROPERTY OWNERS ASSOCIATION, INC.
PAVILION RESERVATION FORM**

DATE REQUESTED: _____ **EVENT DESCRIPTION:** _____

EVENT TIMES: _____ **EVENT ATTENDANCE (LIMITED TO 50 GUESTS*):** _____

OWNER NAME: _____ **UNIT ADDRESS:** _____

OWNER PHONE: _____ **OWNER EMAIL:** _____

Will there be food catered at this event? If yes, please provide Food Service License of caterer. _____

Will there be other service providers such as face painters, balloon artists, etc? _____

Please read each statement and initial to acknowledge you have read them all.

- I. I acknowledge that all checks/money orders must be made payable to Creekside Village Property Owners Association and that all checks must clear in order to confirm this reservation therefore payments must be made at the time of submitting this form and no later than thirty days prior to the event. **Initial** _____
- II. I acknowledge that I must present a One Hundred Dollar (\$100.00) deposit for the use of the pavilion or any portion of the park area for the specific date referenced above with this application in order for consideration. I understand that any damages caused by myself or any of my guests are reimbursable to the Association and that any amount which exceeds the deposit must be paid in the form of certified funds no later than 10 business days after receiving acknowledgement of such charges. Should those charges remain unpaid, they may be applied to my Owners account of the unit described above and are subject to late fees, collection fees, finance charges and legal fees. **Initial** _____
- III. I acknowledge that I am only renting the pavilion and twenty feet around the pavilion area. This is the area I am entitled to set up in and/or decorate. Other than this area, no other part of the park is designated for this event unless I get expressed written permission from the Association. All areas must be cleaned immediately following the event. **Initial** _____
- IV. Hours for renting the pavilion are Monday through Sunday, 10:00 am to 8:00 pm (during spring and summer months) and Monday through Sunday, 10:00 am to 6:00 pm (during fall and winter months), with the exclusion of any dates in which the Association presumes to use the park area or any portion thereof for a function of the community All private events are limited to a maximum time usage of five (5) hours per event. This includes set up and tear down times. **Initial** _____
- V. I acknowledge that in order to reserve the pavilion, I must be an owner in good standing and shall not be delinquent on any assessments are involved in any legal compliance matters between myself and the Association. **Initial** _____
- VI. I acknowledge that attendance at this event is limited to fifty (50) guests, including but not limited to children, attendants, parents, performers, caterers, and all other service providers or helpers. An event which anticipates the attendance of more than 50 guests shall be expressly approved by the board and shall be charged for administrative fees and for security to attend based on the number of anticipated guests. Events of this size shall be reserved no less than 2 weeks days in advance. **Initial** _____
- VII. I acknowledge that any service provider (DJ, performers, caterers, etc.) must have a certified business license and the Owner requesting this reservation must provide a current Certificate of Insurance along with this application which names the Association as an additionally insured (See proper address below). The use of a service provider without proper submitting proper evidence of insurance may be asked to leave the park property immediately without notice and the Association shall not be liable for any non refundable fees or deposits paid to them by the Owner. **Initial** _____
- VIII. I acknowledge there is to be no parking or driving on the grass. All deliveries may be transported from the parking paces to the pavilion via the available sidewalks. **Initial** _____
- IX. I acknowledge that there are to be no fires, fireworks, sparklers, extra portable grills, portable heaters, fire pits or any other such container with an open flame. There is to be no noxious or offensive activities, no foul or vulgar language, no rude or bully-ish behavior from guests or attendees. Owner on reservation shall be present at the entire event and may not sublease any portion of the park for profit or otherwise. If the authorities are called at any time during the event, Owner shall forfeit their deposit and may be subject to other penalties. **Initial** _____
- X. All trash and debris from the event must be removed from the premises immediately following the event and not thrown into the trash containers in the park area. **Initial** _____
- XI. NO ALCOHOLIC BEVERAGES MAY BE SERVED ON ASSOCIATION PROPERTY AT ANY TIME. **Initial** _____
- XII. I acknowledge there is to be **no confetti, rice, grain or other similar item used in the park area. There is no swimming or floating in the pond. There is no use of any additives or decorations in the pond or pond area. Sidewalk chalk is prohibited in the pavilion area or sidewalks. Power wash fees will be apply if violated.** **Initial** _____

PLEASE SIGN COVID WAIVER ON SECOND PAGE (must be included with this application to proceed with reservation)

CREEKSIDE VILLAGE PROPERTY OWNERS ASSOCIATION, INC.
Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic. It is extremely contagious and believed to be spread mainly through person-to-person contact. As a result, federal, state, and local governments as well as federal and state health agencies recommend social distancing and have, in many locations, limited or prohibited the congregation of groups of people.

CREEKSIDE VILLAGE PROPERTY OWNERS ASSOCIATION, INC. (the "Association") cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, visiting any of the Association's common areas such as the community pavilion, playground, and/or other facilities (if any, and collectively, the Association's "Common Areas") could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by visiting the Association's Common Areas and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

I understand and acknowledge that the risk of becoming exposed to or infected by COVID-19 at the Association's Common Areas may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Association employees, volunteers, and other Association visitors and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my or my child(ren)'s presence at the Association's Common Areas and facilities or participation in any programming at its facilities ("Claims"). In addition, I also agree that I will not knowingly allow me, my family, or my invitees to go the Association's pavilion, playground, or other Common Areas if we are sick, have a fever, suspect we have COVID-19, or know we have been exposed to COVID 19. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Association, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

I UNDERSTAND AND AGREE THAT THIS RELEASE INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE ASSOCIATION, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES, WHETHER A COVID-19 INFECTION OCCURS BEFORE, DURING, OR AFTER VISITING THE ASSOCIATION'S COMMON AREAS OR PARTICIPATION IN ANY ASSOCIATION ACTIVITIES.

Signature

Print Name

Address

Date

Signature

Print Name

Address

Date