

## **POOL & PICNIC FACILITY RESERVATION FORM & AGREEMENT**

OWNER'S NAME:

PHONE: \_\_\_\_\_

ADDRESS:\_\_\_\_\_

DATE OF RESERVATION:\_\_\_\_\_\_DAY OF WEEK: \_\_\_\_\_

TOTAL NUMBER OF GUESTS & RESIDENTS ATTENDING:

I fully understand that any costs incurred, repairs costs or penalties assessed by The Boones Trace Property Owner's Association, Inc. related to the rental and use of these facilities by me and or guest shall be presented to me in a statement and charged against my homeowner account. Payment of such sums shall be due upon receipt of the statement.

BY SIGNING THIS RESERVATION FORM, <u>I ACKNOWLEDGE RECEIPT OF THE POOL AND</u> <u>PICNIC FACILITY RENTAL RULES AND UNDERSTAND AND AGREE TO BE BOUND BY</u> <u>THE POOL & PICNIC AREA FACILITY RENTAL RULES.</u>

I UNDERSTAND AND AGREE TO BE FINANCIALLY RESPONSIBLE FOR ANY DAMAGE TO OR LOSS FROM THE COMMON AREA. POOL. AND PICNIC AREA RESULTING FROM MY RENTAL OF THE FACILITY. I ALSO UNDERSTAND AND AGREE TO BE RESPONSIBLE FOR ANY ACCIDENTS. INJURIES OR ANY OTHER DAMAGES WHETHER OR NOT THERE ARE ALCOHOLIC BEVERAGES, SERVED, AVAILABLE, OR BROUGHT TO THIS RENTAL EVENT.

I UNDERSTAND AND AGREE TO BE FINANCIALLY RESPONSIBLE AND HOLD THE ASSOCIATION MANAGEMENT COMPANY, THE POOL MANAGEMENT COMPANY, AND THE BOONES TRACE PROPERTY OWNERS ASSOCIATION, INC. HARMLESS OF LIABILITY IN THE EVENT OF ANY ACCIDENTS, INJURIES OR ANY OTHER DAMAGES.

RENTING OWNER'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

A CHECK FOR THE SECURITY DEPOSIT & RENTAL FEE MUST ACCOMPANY THIS RESERVATION FORM AND MUST BE MADE PAYABLE TO: BTPOA, INC.

## POOL & PICNIC FACILITY RENTAL RULES

- The Pool & Picnic Facility ("FACILITY") may be rented by <u>Owners in Good Standing</u> (whose dues are current and they have no outstanding rules or covenant violations) by reserving the FACILITY on the sign-up Pool & Picnic Recreation Facility Reservation Calendar managed by the Association's Pool Attendant on site at the Pool. Reservations are subject to the following guidelines and restrictions:
  - **a.** The FACILITY is not to be reserved for business functions or for use by any outside organization.
  - **b.** The FACILITY is reserved and rented on a first come, first served basis.
  - c. Owners must be present when hosting an event.
  - **d.** FACILITY rental events for groups of more than Fifty (50) guests must first receive permission from the Association Board.

## 2. Rental Fees

- a. Security Deposit
  - i. \$150.00 plus rental fee
- b. Fee Schedule (ANY DAY OF THE WEEK)
  - i. \$\_\_\_\_\_per Two (2) hour period (9 PM 11 PM)
  - ii. \$20 per hour per pool attendant
- 3. The Renting Owner accepts full responsibility for damage to the FACILITY, the loss or damage articles in the FACILITY, and the theft or damage to any common property caused by guests attending the event.
- 4. Renting Owners must bring and use their own supplies for their rental, and are responsible for proper collection and disposal of all garbage and trash.
- 5. In the event the Renting Owner serves or has available Alcoholic Beverages, the Renting Owner agrees to serve such alcoholic beverages in accordance with all Federal, State, and Local laws and Ordinances.
  - a. The Renting Owner accepts full responsibility for any and all actions that may result from the availability of alcohol at the event and shall take all reasonable precautions to avoid having guests becoming intoxicated.
  - b. Persons exhibiting drunk, and/or disorderly behavior, using profanity, slurs, or other types of non-acceptable language, or exhibiting any form of threatening, aggressive or abusive behavior will be asked to immediately leave the premises. Failure by the offending owner or the owner's offending guest to immediately and safely leave the premises may result in the suspension of the owner's privileges to use the FACILITY.
  - c. <u>The Management Company, Pool Management Company, and The Boone's</u> <u>Trace Property Owners Association, Inc. assumes no responsibility or liability</u> <u>related to the serving of, or availability of, alcoholic beverages at private</u> <u>events at the FACILITY.</u>
- 6. Owners in Good Standing are defined as those Owners whose financial obligations to the Association are current or no more than thirty (30) days in arrears and have no outstanding rules or covenant violations.
- 7. The renting owner is responsible for their guests and for the violation of any of these rules will be subject to sanctions as imposed by the Board of Directors.