

# CASTLEWOOD

*nothing could be more natural*



## Covered Pavilion Rental

Name: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Event: \_\_\_\_\_

Event Date: \_\_\_\_\_

The Castlewood Pool is open to all Residents. The Covered Pavilion (the "Pavilion") may be reserved by any Resident in good standing or by approved local/civic service groups, for a private function and/or meeting, subject to the following guidelines. It is the intent of the Castlewood Homeowners Association (the "Association") in establishing these rules and guidelines to ensure fair and equitable access and to preserve the Pavilion in a manner befitting the Association. The cost for Residents is **\$25** (nonrefundable) and a **\$50** deposit (refundable if the Pavilion is left in the same condition as it was found). The agreement is for Pavilion rental only. The pool and remaining pool areas are not part of this rental agreement and will remain open to all residents.

As a prerequisite for granting a reservation for private use, the renting party must complete and sign a copy of this document and pay the applicable fees and/or deposits.

- \_\_\_\_ 1. Only Residents in good standing or approved civic/service groups may reserve the Pavilion for private social functions. The Pavilion may not be used for any type of commercial or profit-making function, unless specifically approved in advance by the Board of Directors. Residents may not rent the Pavilion on behalf of another party, group or organization. Resident/reserving party must pay the deposit and rental fee and be present at all events. Checks or money orders should be made payable to Castlewood HOA. We **cannot** accept cash payments.
- \_\_\_\_ 2. All HOA-organized community events will have priority over other private requests. All private requests for rental will be handled on a first come-first served basis.
- \_\_\_\_ 3. The maximum number of guests for a Pavilion Rental is **30** people.
- \_\_\_\_ 4. The renting party has first use of the grill located at the end of the Pavilion. Renting party must provide propane and utensils. Grill must be cleaned and allowed to cool before recovering. No additional grills are allowed in the pool area. The grill is available on a first come first serve basis

to all residents after the renting party has finished. If others are waiting, please allow access to grill once finished.

- \_\_\_ 5. The renting party must be present for the duration of the event. The renting party also assumes full responsibility for the any damage or disrepair to the Pavilion.
- \_\_\_ 6. The renting party is responsible for the conduct of all guests. Any lewd, disorderly, rough, or otherwise unacceptable or prohibited behavior will result in the dismissal of the entire party from the pool area and forfeiture of the deposit and future rentals of the Pavilion.
- \_\_\_ 7. No teenage parties allowed. Children are permitted to use the Pavilion only under the supervision of a parent or legal guardian.
- \_\_\_ 8. Pets are not permitted in the pool area, unless they are assisting the physically impaired.
- \_\_\_ 9. Smoking or use of tobacco products is not allowed in the pool area.
- \_\_\_ 10. No glass bottles are permitted in the pool area.
- \_\_\_ 11. Decorations may not be attached in any way to **ANY** surface. Do not nail, tack or tape anything to the Pavilion.
- \_\_\_ 12. All pool furniture must be placed in their original positions by the renting party. Any additional cleanup required or repairs over and above the amount of the deposit, will be the responsibility of the rental party.
- \_\_\_ 13. All items brought in by the renting party, including rental equipment, must be removed from the Pavilion by the end of the rental period.
- \_\_\_ 14. When serving liquids, please encourage your guests to empty the containers in the bathroom sink before throwing them in the trash. Liquids placed in the trash might leak on the concrete attracting ants. Please be careful with red drinks/wines. Red drinks could permanently stain the concrete and forfeiture of the security deposit may result.
- \_\_\_ 15. Cancellation of rental agreements prior to two (2) weeks of the event will result in both the rental fee check and the deposit check returned to the renting party. Cancellation of rental agreement within the two week period will result in a **\$25** cancellation fee.
- \_\_\_ 16. In the event of inclement weather or unforeseen closure of the pool, events may be rescheduled or canceled with no cancellation fee.
- \_\_\_ 17. The Association reserves the right to revoke any request/approval if sufficient cause is found that any misrepresentation of the facts related to rental request occurred. In which case, there will be an administrative fee of \$25 deducted from the rental fee/deposit. All other monies will be refunded within two weeks of receipt of the cancellation request, subject to verification of any check clearances.

- \_\_\_\_\_ 18. Emergencies, complaints, concerns or compliments should be addressed to the on-site Management office at 972-317-2457 or in case of a medical or fire emergency call 911. Problems with the pool or to report a leak please call Robert's Pool Service at the number listed by the small pool.
- \_\_\_\_\_ 19. The Association reserves the right to change any of the terms of this policy and/or charges for deposits or other applicable fees at its sole discretion, without prior notice.
- \_\_\_\_\_ 20. Release and Indemnification. User assumes all responsibility, risks, liabilities and hazards incidental to the holding of the Function at the Facility (including but not limited to the serving of any alcoholic beverages) and, irrespective of any acts or omissions by the Association or its agents, whether negligent, intentional or otherwise, User releases and forever discharges the Association, its officers, directors, employees, agents and members, past, present and future, and agrees to defend, indemnify and hold the same harmless, from and against any and all losses, expenses, liens, claims, demands and causes of action of every kind and character (including those of the permittees, agents, licensees and invitees of User) for death, personal injury, property damage, or any other liability, damages, fines or penalties, including costs, attorney's fees and settlements, resulting from any act preformed by, or omission on the part of User, its employees, invitees, permittees, agents or licensees, arising out of or in connection with User's use of the Facility.
- \_\_\_\_\_ 21. The following must be performed before leaving the Pavilion:
- a. Replace pool furniture into original positions.
  - b. Turn off all lights and ceiling fans.
  - c. Remove all trash. Trash should be bagged and tied shut before placing in the bin labeled "Trash". This bin is located directly behind the clubhouse.

As a prerequisite for granting a reservation for private use, the renting party must complete and sign a copy of this document and pay the applicable fees and/or deposits.

Print Name: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_