



WINDOVER FARMS OF MELBOURNE HOMEOWNERS ASSOCIATION, INC.

4025 Windover Way, Melbourne, FL 32934 (321) 259-2216

PAVILION & EVENT RESERVATION AGREEMENT

Date: _____ Lot Number _____

Name _____ Address _____

City _____ State _____ Zip _____

Phone: Home (_____) _____ Work (_____) _____

Fax (_____) _____ Cell (_____) _____

E-Mail: _____

DATE & DAY OF USE _____ **NUMBER OF PEOPLE** _____

PURPOSE OF EVENT _____ **WILL OVERHEAD LIGHTS NEED TO BE OFF** _____

PROJECTED START TIME _____ (include set up) **PROJECTED END TIME** _____ (Include clean up time)

BOUNCE HOUSE ____ Yes ____ No **WATER SLIDE** ____ Yes ____ No

(No bounce houses or water slides on front lawn. Check with office for placement).

Deposit \$ _____ **Special Event Fee \$** _____ **Date Paid** _____

PLEASE READ COMPLETE AGREEMENT THEN SIGN AND RETURN PAGE ONE TO THE OFFICE

I, _____ have read, and fully understand all three (3)
 (print name)
 pages of this contract and agree to its contents. I further understand that I am responsible and liable for the behavior and actions of all my guests.

 DATE: _____
Signature (responsible association member)

OFFICE USE ONLY

INSPECTION MADE BY: _____
RESULTS: _____

Date of Refund: _____ Amount of Refund \$ _____

Signature HOA Manager _____
Date

RULES & REGULATIONS

1. The *sponsoring Association member(s) must be present at all times during the function and enforce the rules and regulations*, because that person(s) is responsible for all guests and their actions.
2. The sponsoring association member(s) shall assume responsibility for accidents while using the pavilion and sports facilities.
3. The sponsoring association member(s) assume full responsibility for repairing damage done to the pavilion, sports facilities or associated equipment.
4. For all events which include children, the children must be accompanied by their parent guardian, during the entire event.
5. No functions that include children shall be allowed use of either the pavilion or sports facilities without an adult for every ten (10) children. Adults must arrive first and be the last to leave.
6. If the function is to be conducted in the presence of children, the sponsoring association member shall certify that it has done background checks and that none of the coaches, assistance coaches, or other non-playing personnel has been convicted as a felon
7. If the function is for a sporting event or practice, the sponsoring association member(s) shall certify that the group carries and maintains liability insurance in the amount of not less than \$1,000,000 and a Certificate of Insurance naming Windover Farms Home Owners Association, Inc. as Co-Insured shall be attached to this application. In addition, the sponsoring association member shall provide proof of workers' compensation insurance for all paid employees supporting the function.
8. This Agreement may be terminated by the Windover Farms Home Owners Association, Inc. without cause.
9. There will be *no more than 50 guests* permitted in the pavilion, unless this is a Windover Farms Association event.
10. The facilities may not be used for profit, unless this is a Windover Farms Association event. The facilities are for *private* use of association members in *good standing only* and not *directly or indirectly for profit or promotions or political rallies*. Use of the pavilion for *garage sales* is limited to the *community garage sale* sponsored by the social Committee or as authorized by the Board of Directors.
11. *No sponsoring of Company parties or similar events*, without prior written approval by the Board of Directors. The request must be in writing and received by the office at least *5 days prior to the scheduled Board of Directors' meeting*.
12. Use of the pavilion and surrounding facilities cannot begin prior to **7:00 A. M.** and will terminate no later than **10:00 P.M.**

13. If the event requires that the overhead security lights be turned off, the Windover Farms Office must be informed on this application. The timer switch that controls lights 2,4,and 6 will be pre-programmed to turn the lights on just after 10:00pm as the event needs to be concluded by that time. Should overhead lighting be required before then, there is a conventional light switch that operates lights 1,3, and 5. That switch is located just inside the entry door to the kitchen, on the left, covered by a plastic container lid. Simply, remove the lid and turn the light switch for 1,3,and 5 to "on", and when finished, turn that switch back to "off".
14. Special Events with greater than 75 guests requires that the sponsoring association member secure portable toilet facilities to ensure adequate coverage for event guests.
15. Protect the rights of the adjacent neighbors by preventing loud music and boisterous behavior. Remember that this is their home as well as yours.
16. **PARKING:**
 - a. All cars must park in the parking lot adjacent to the racquet ball courts and the office pavilion area or on the grass along the North side of Big Pine Road from Windover Way to Mallard Drive and on the west side of Mallard Drive from Big Pine to the exercise trail (see Office Map).
 - b. Pavilion user must place "**No Parking**" signs along both sides of Windover Way from the entrance of Post Road to Shady Run Road and along the south side of Big Pine Road from the entrance to Mallard Drive. (**DO not park or block driveway to gatehouse**)
 - c. No parking along Windover Way.
 - d. Driving support vehicles (i.e. sound trucks, delivery trucks, barbecue trailers, etc.) over the grass areas is **not** permitted. These vehicle(s) must park in the parking lot adjacent to the racquet ball courts and the office/pavilion area.
17. User can perform an inspection, during normal business office hours, with **Office Manager, Board of Director, or Coordinator prior to and after cleanup**, of the pavilion and surrounding area.
18. There will be no cooking in the kitchen or in the pavilion (including open area that is under roof).
19. **All** trash must be cleaned up. The trash can be taken home or placed in trash bags and placed in the dumpster near the gatekeeper home.
20. All bathrooms, the kitchen and pavilion area must be cleaned. This includes the floor areas. A mop is available for cleaning.
21. All tables, chairs and no parking signs must be put away.
22. All cleaning must be completed **prior** to final inspection.
23. **RESERVATION PROCEDURES & REQUIREMENTS:**

- a. You must call the office in advance to reserve the date and time for the use of the pavilion. Pavilion reservation is not guaranteed until a signed completed form with deposit check is received and approved by the Office Manager.
 - b. A security deposit of **\$50.00** must be paid, when signing the contract. This must take place during office business hours. Allow ample time to inspect, read and understand the entire contract before signing it. Please call the office manager and set up a time to arrange this.
 - c. Cancellation must be received at least two (2) full days in advance of the scheduled event. Failure to do so may result in forfeiture of deposit.
 - d. The security deposit will be returned after an inspection has been made and everything is determined to be in satisfactory condition. The *Office Manager, Board of Director, or Coordinator*, will perform an inspection, with the user, both before and after the event, during normal business office hours, and the refund will be available no later than the next business day by 3:00 P.M.
 - e. For Special Events A non-refundable security deposit of \$150.00 must be paid at the time of contract signing
 - f. Any costs resulting from careless use of the facilities/equipment will be the responsibility of the reserving association member.
 - g. Any damage from improper placement of bounce houses or water slides will result in forfeiture of the reserving association members deposit.
24. Violations of these rules and regulations may result in loss of privileges in addition to replacement cost for damages.
25. Applicant hereby agrees to defend and indemnify Windover Farms Home Owners Association, Inc. from and claim, demand or lawsuit arising out of applicants' use of the facilities owned by Windover Farms Home Owners Association, Inc. pursuant to this Agreement. Should Windover Farms Home Owners Association, Inc. receive any such claim, demand or lawsuit, it will provide notice of thereof to applicant who shall be responsible for providing a defense of Windover Farms Home Owners Association, Inc. in any such action and for payment of any sums due as a result of said claim, demand or lawsuit. The indemnification shall also include payment of any attorney's fees and cost incurred by Windover Farms Home Owners Association, Inc. in the defense of any such action.
26. Applicant understands and acknowledges that by this Agreement, Windover Farms Home Owners Association, Inc. has not granted applicant the right to use the logo of Windover Farms Home Owners Association, Inc. or to expressly or impliedly state that Windover Farms Home Owners Association, Inc. is affiliated with, sponsors or endorses the activities of applicant."
27. Applicant affirms that it is in compliance with all laws, ordinances and regulations.