

**CENTRAL VIERA COMMUNITY ASSOCIATION, INC. ("the Association")  
RESERVATION & USE AGREEMENT FOR PAVILION AT NORTH SOLERNO PARK ("the Park")**

Name of Applicant; \_\_\_\_\_

Address; \_\_\_\_\_

Telephone Number; (    ) \_\_\_\_\_ Telephone Number; (    ) \_\_\_\_\_

Reservation Date; \_\_\_\_\_, 20\_\_\_\_ Large Pavilion\_\_\_\_\_ Small Pavilion \_\_\_\_\_

Time of Reservation; From \_\_\_\_\_ a.m./p.m. until \_\_\_\_\_ a.m./p.m.

**(Note; Maximum usage time is 4 hours including set-up, Maximum number of guests permitted is 35.)**

Description of Event or Use: \_\_\_\_\_

Will you be using a bounce house, water slide or any other inflatable at your party? \_\_\_\_\_ Yes \_\_\_\_\_ No

*(See specific requirements below.)*

Special Notes; \_\_\_\_\_

**DEPOSIT FEE**

- **Damage/Cleaning Deposit: \$30.00**
- **Inflatable use fee (non-refundable) \$25.00**
- **This fee is required to be received no less than 5 business days before the reservation and shall be made by cash or check made payable to the Association (Central Viera Community Assoc.). Please drop off or mail in the form and fee(s) to:  
Central Viera Community Assoc.  
1331 Bedford Dr., Suite 103  
Melbourne, FL 32940**

Unlawful or unsafe use of the space reserved and use for any purpose other than that identified is prohibited. All use of reserved space shall commence and end in accordance with the times set forth above and all activities in connection therewith shall be responsible for cleaning the space reserved after its use including the collection and proper disposal of all trash. The Pavilion will be inspected after Applicant's use, and if properly cleaned, Applicant's Damage/Cleaning Deposit shall be refunded.

By signing this Agreement, Applicant acknowledges receipt of a copy of the Park Rules and Applicant agrees to indemnify, hold harmless and defend the Association from and against any and all claims, actions, damages, liability and expense (including but not limited to reasonable attorney's fees) in connection with loss of life, personal injury and/or damage to property, arising from or out of the reservation, occupancy or use by Applicant of the space reserved or any part thereof or any other part of the Park, occasioned wholly or in part by any act or omission of Applicant or Applicant's invitees.

**If a bounce house, water slide or any other type of inflatable device will be used the Applicant agrees to pay the \$25.00 non refundable use fee. The device must be supplied by one of the association approved contractors. The contractor furnishing the device must provide to the association a Certificate of Liability Insurance naming Central Viera Community Association as the additional insured. They must have a general aggregate coverage amount of \$2,000,000.00 and a per incident amount of \$1,000,000.00. They must also supply a copy of their Workers' Compensation Insurance. If an inflatable or other device is requested and the insurance documentation is not received no less than five (5) business days before the reservation, the reservation is voided and the deposit will be forfeited. It is the APPLICANTS responsibility to verify that all documentation has been received by the association.**

The undersigned Applicant hereby represents to the Association that the space reserved will be used in accordance with the foregoing and agrees to be bound by the terms and conditions of this Agreement.

Applicant Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_, 20\_\_\_\_

Approved and Accepted By: Central Viera Community Association, Inc.

By: \_\_\_\_\_

Received payment of Fees on \_\_\_\_\_, 20\_\_\_\_

Check (s) \_\_\_\_\_ & \_\_\_\_\_ or Cash \_\_\_\_\_

## **RULES FOR NORTH SOLERNO PAVILIONS**

1. **HOURS:** The cabana will be available to Owners during the day beginning at 8:00 AM until Dusk.
2. **SCHEDULING:** The Association has designated Fair/Way Management to coordinate the scheduling of the cabanas as follows:
  - A. Application for approval from Owners requesting exclusive, private use of the cabana will be accepted in accordance with the Rules contained herein.
  - B. All Association-sponsored events and programs that include the use of the cabana will be scheduled and posted on the bulletin board located inside the cabana. Association events will take precedence over private parties requesting the use of the cabana.
  - C. All Owners of Central Viera have free access to the cabanas, subject to the Rules, when not reserved for private parties. The area that is used must be cleaned and left in an orderly manner.
3. **PRIVATE PARTY USE:** Applications for the exclusive use of the Cabanas are available from Fair/Way Management. You may contact Fair/Way at 777-7575. The application must be received no less than five business days prior to the event. A **\$30.00** security deposit shall be required for private use of the cabana. A **\$25.00** non refundable use fee shall be required for the use of a bounce house, waterslide or any other type of inflatable device. These fees shall either be cash or check made payable to the Central Viera Community Association.

The sponsoring Owner is responsible for leaving the facilities in a neat and clean condition after use. Should a post-party inspection determine the need for additional cleaning or repairs, the sponsoring Owner's security deposit will be charged accordingly.

  - 3.1 **Size:** Private parties are limited to a maximum of **35** guests.
  - 3.2 **Maximum Time Usage:** The maximum period of use for private parties is four (4) hours including necessary set-up and clean-up time, which must be done on the day the cabana is reserved.
  - 3.3 **Areas Reserved:** Owners renting the cabana have use at the time designated for the event. Absolutely NO alcoholic beverages are allowed to be served at a private party. All other facilities shall be open to Owners as posted.
  - 3.4 **Responsibilities:** The sponsoring Owner has the responsibility for:
    - a. Personal attendance during authorized time.
    - b. Proper conduct of guests.
    - c. Repair or replacement of items damaged during use.
    - d. Disposing of all party trash in the dumpster provided.
    - e. Ensuring that other Owners are not unnecessarily inconvenienced during private use.
    - f. Cleaning of the Cabana after use.
    - g. Ensuring that no loud music or boisterous activity affects any of the surrounding residents.

### **GENERAL:**

It is recommended that children under (12) years of age be supervised at all time.

1. All pets are excluded from the cabana and playground areas.
2. Possession and/or consumption of alcoholic beverages are strictly prohibited.
3. Each individual is responsible for cleaning the tables after use.
4. All trash shall be deposited in trash containers provided to maintain neatness and cleanliness of the park area. **After Your Party All Trash Must Be Taken To The Dumpster.**
5. No glass containers are allowed anywhere in the cabana or playground areas.
6. All furniture/equipment is to be used for the purposes for which it was designed.
7. No bounce houses or inflatable's permitted unless applied for and meet the guidelines specified.
8. No animal rides permitted.
9. No grills of any kind are permitted.
10. No DJ's are permitted.
11. If music is played it must not affect any of the surrounding residents.

### **TENNIS COURTS:**

1. Tennis court hours are from 7:00 a.m. until 10:00p.m.
2. Tennis shoes must be worn on the court.
3. Courts may not be used for any purpose other than tennis.
4. When other players are waiting, play is limited to 60 minutes.
5. Children who are not playing tennis and pets will not be permitted on the courts at any time.
6. No food is permitted within the court enclosure. If drinks are brought on the court, waste should be disposed of in the trash containers.
7. Only authorized personnel will be allowed to adjust any of the equipment.