

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

Name of Applicant; _____

Address; _____

Telephone Number; () _____ Telephone Number; () _____

Reservation Date; _____, 20____

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: _____

DEPOSIT FEE

- **Damage/Cleaning Deposit: \$30.00**
- **This fee is required to be received no less than 5 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 deposit to:
Central Viera Community Assoc.
1331 Bedford Dr., Suite 103
Melbourne, FL 32940**

Special Notes; _____

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.

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: _____

Date: _____, 20____

Received payment of Fees on _____, 20____

Check # _____ or Cash _____

RULES FOR CENTRAL BARK PARK PAVILION

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. 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 cabana, 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 submitted five working days prior to the event. A \$30.00 security deposit shall be required for private use of the cabanas. This fee shall be payable by check made payable to the Central Viera Community Assoc. or by cash. 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.
 - A. **Size:** Private parties are limited to a maximum of **35** guests.
 - B. **Maximum Time Usage:** The maximum period of use for private parties is four (4) hours
 - C. Including necessary set-up and clean-up time, which must be on the day the cabana is reserved.
 - D. **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.
 - E. All other facilities shall be open to Owners as posted.
 - F. **Responsibilities:** The sponsoring Owner has the responsibility for:
 - i.** Personal attendance during authorized time.
 - ii.** Proper conduct of guests.
 - iii.** Repair or replacement of items damaged during use.
 - iv.** Disposing of trash and garbage in the large dumpster provided.
 - v.** Ensuring that other Owners are not unnecessarily inconvenienced during private use.
 - vi.** Cleaning of the Cabana after use.
 - vii.** 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. Possession and/or consumption of alcoholic beverages are strictly prohibited.
2. Everyone is responsible for cleaning the tables after use.
3. 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 Placed In The Receptacles.**
4. No glass containers are allowed anywhere in the cabana or playground areas.
5. All furniture/equipment is to be used for the purposes for which it was designed.
6. No bounce houses or Inflatables permitted.
7. No animal rides permitted.
8. No grills of any kind are permitted.
9. No DJ's are permitted.
10. If music is played it must not affect any of the surrounding residents.