

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

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

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

Cell Phone 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 and clean up time. 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 or amusement at your party? \_\_\_\_\_ Yes \_\_\_\_\_ No

**(See specific requirements below.)**

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

**DEPOSIT FEE**

- **Damage/Cleaning Deposit: \$50.00**
- **Inflatable use fee (non-refundable) \$25.00**
- **These forms and fee(s) are required to be received no less than 5 business days before the reservation and shall be made by cash or 2 separate checks, payable to the Association (Central Viera Community Assoc., Inc.). Please drop off or mail in the form and fee(s) to:**

**Central Viera Community Association, Inc.  
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 contractor furnishing the device must provide to the association a Certificate of Liability Insurance Naming Central Viera Community Association, Inc. as an 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 comprehensive public liability property damage and personal injury. There must be a required minimum of \$100,000 for medical coverage. 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 responsible party, being the person who is reserving the pavilion and whose signature is on the UA, shall remain at the site for the entire time that the inflatable is on property. The inflatable and such cannot remain on property beyond the approved reserved event time stated on the UA.

**If all forms, fees and required insurance information are not received no less than 5 business days prior to the reservation date your event is subject to be interrupted and disbanded at any time and your deposit would 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.

The Applicant also understands that use of the pavilion **DOES NOT** guarantee eligibility to use the pool. Pool use is exclusively for residents of the following Tavistock neighborhoods: Sunstone, Daintree, Terramore, Gatwick, Chelford, Cortona, Eason Landing, and Levanto.

Initial: \_\_\_\_\_

Rules are attached:

**I have read, received a copy of and agree to abide by ALL of the rules contained herein. I understand that if any of the rules are violated my deposit may be forfeited at the sole discretion of the Association. I further understand as the eligible user I am financially responsible for any damages that occur.**

Initial: \_\_\_\_\_

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 EASTWIND PAVILION**

1. **HOURS:** The pavilion will be available to eligible users during the day beginning at 8:00 AM until Dusk.
2. **SCHEDULING:** The Association has designated Fairway Management to coordinate the scheduling of the pavilion as follows:
  - A. Application for approval from eligible users requesting exclusive, private use of the pavilion will be accepted in accordance with the Rules contained herein.
  - B. All Association-sponsored events will take precedence over private parties requesting the use of the pavilion.
  - C. All eligible users of Central Viera have free access to the pavilion, subject to the Rules, when not reserved for private parties. The area that is used must be cleaned and left in an orderly manner. Ensure no food, balloons, streamers, etc. or remnants or residual of the same are left in the kitchen, deck area or field.
3. **PRIVATE PARTY USE:** Applications for the exclusive use of the pavilion are available from Fairway Management. You may contact Fairway at 777-7575. The application and fees must be received no less than five (5) business days prior to the event. A **\$50.00** security deposit shall be required for private use of the pavilion. The park's usage policy has been amended to allow for private use of inflatables and bounce houses (this and potential other like activities such as waterslides, etc. are subject to Management approval) and the resident must provide proof of insurance naming the Association, **Central Viera Community Association, Inc.** as an additional insured. The insurance must be adequate by having a required minimum coverage of \$1,000,000 comprehensive public liability, property damage and personal injury. There must be a required minimum of \$100,000 for medical coverage. **There is \$25 non-refundable use fee for the use of electricity, water, etc associated with inflatables and such.** The responsible party, being the person who is reserving the pavilion and whose signature is on the UA, shall remain at the site for the entire time that the inflatable is on property. The inflatable and such cannot remain on property beyond the approved reserved event time stated on the UA.  
**If all fees and required insurance information are not received no less than business 5 days prior to the reservation date your event is subject to be interrupted and disbanded at any time and your deposit would be forfeited.**

The sponsoring eligible user 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 eligible user'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 pavilion is reserved.

3.3 **Areas Reserved:** eligible users renting the pavilion have use at the time designated for the event. The pool is not the property of CVCA and is NOT included in the reservation (see General section below). Absolutely NO alcoholic beverages are allowed to be served at a private party.

All other facilities shall be open to eligible users as posted.

3.4 **Responsibilities: The sponsoring eligible user 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 at your home.**

**e. Ensuring that other eligible users are not unnecessarily inconvenienced during private use.**

**f. Cleaning of the pavilion after use.**

**g. Ensuring that no loud music or boisterous activity affects any of the surrounding residents.**

3.5 **Water and electrical power use:**

**a. There is only one hose bib allowed for inflatables. This bib is located on the back wall of the pavilion. This hose bib is tamper resistant and does not have handles to turn water on and off. It is the responsibility of the sponsoring eligible user to provide a Sillcock key for water usage. These can be purchased at local hardware stores (Lowe's, Home Depot, Ace) for about \$9 or ordered on-line. If two inflatable water slides are being used, you will need a dual flow adaptor, most inflatable supply vendors have them available. Please ask the vendor when scheduling the inflatable.**

**b. Electrical outlets are on the columns around the pavilion. The outlet circuit is on a 20 amp breaker. The circuit will only support one large inflatable. Use of two inflatables will pop the circuit breaker. If you are using two inflatables, please schedule a generator to be used for them. Most inflatable supply vendors have generators available. Please ask the vendor when scheduling the inflatables. DO NOT try to use the pavilion outlets for two inflatables.**

#### **GENERAL:**

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

1. All pets are excluded from the pavilion 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 Home To Be Disposed Of. You must provide your own trash bags.**
5. No glass containers are allowed anywhere in the pavilion 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 live animal rides, exhibits or live animals of any kind are 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.
12. Exclusive use of the pavilion does not give you exclusive use of the pool. If you live in a qualifying neighborhood and have pool access you must ensure that your party guests do not take up all of the space at the pool, including but not limited to the chairs and immediate pool area.
13. No vehicles are to be pulled onto the grass as this can cause damage to sprinkler, drainage and other in-ground systems which as the reserving user, you would be responsible for repair costs.

**Central Viera Community Association, Inc. ("the Association")  
Reservation & Use Agreement Addendum for Pavilion Serving Area**

Name of Applicant- \_\_\_\_\_

Address- \_\_\_\_\_

Telephone – (\_\_\_\_\_) \_\_\_\_\_ **Daytime Telephone-** (\_\_\_\_\_) \_\_\_\_\_

Reservation Date- \_\_\_\_\_, 20\_\_\_\_\_

Time of Reservation- From \_\_\_\_\_ am/pm To \_\_\_\_\_ am/pm

Description of event or use: \_\_\_\_\_

**Unlawful or unsafe use of the space reserved and use for any purpose other than that identified is prohibited. The Pavilion Serving Area key may be picked up 1 business day before they reservation. The deposit must be paid on or before the day the key is picked up. 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 removal of all trash from the facility. All trash must be disposed of at the applicants' residence. The refrigerator must be cleaned out after use. No food, etc is to remain in the refrigerator. A/C must be reset to 80 degrees upon closing and all lights must be turned off and all doors and roll up window locked. The Pavilion Serving Area will be inspected after the Applicant's use, and if properly cleaned and secured, Applicant's Damage/Cleaning Deposit shall be refunded upon return of they key. **They key must be returned within 1 business day of the event or the deposit shall be forfeited.** The key must be picked up and returned by the Applicant only.**

By signing this Agreement, Applicant acknowledges receipt of a copy of the Pavilion 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 the Applicant of the space reserved or any part thereof or any other part of the Central Viera facilities 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 Assoc., Inc.

Key # \_\_\_\_\_ Picked up- \_\_\_\_\_, 20\_\_\_\_\_ Issued By: \_\_\_\_\_

Key Returned- \_\_\_\_\_, 20\_\_\_\_\_ Returned to: \_\_\_\_\_