

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

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

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

Cell Phone Number; (    ) \_\_\_\_\_ E-Mail Address; \_\_\_\_\_

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: \_\_\_\_\_

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

**DEPOSIT FEE**

- **Damage/Cleaning Deposit: \$30.00**
- **This fee shall be made by cash or check made payable to the Association (Central Viera Community Association, 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 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.

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

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

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

**Applicant also understands that reservation of the pavilion DOES NOT guarantee sole use of the playground.**

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

**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:** \_\_\_\_\_

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

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

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

Check \_\_\_\_\_ or Cash \_\_\_\_\_

## RULES FOR TOWN CENTER PARK PAVILION

1. **HOURS:** The pavilion will be available to Owners during the day from dawn until dusk.
2. **SCHEDULING:** The Association has designated Fair/Way Management to coordinate the scheduling of the pavilion as follows:
  - A. Application for approval from Owners requesting exclusive, private use of the pavilion will be accepted in accordance with the Rules contained in this document.
  - B. All Owners 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.

3. **PRIVATE PARTY USE:** Applications for the exclusive use of the pavilion 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 pavilion. This fee shall be payable to Central Viera Community Association, Inc.

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. Owner will be billed for charges exceeding the deposit amount.

- 3.1 **Size:** Private parties are limited to a maximum of **35** guests. A larger attendance will be given consideration upon application, subject to approval.
- 3.2 **Maximum Time Usage:** The maximum period of use for private parties is four (4) hours including necessary set-up time, which must be on the day the pavilion is reserved.
- 3.3 **Areas Reserved:** Owners reserving the pavilion 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.
- 3.3 **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 trash and garbage in the receptacles provided.
  - e. Ensuring that Owners 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.

**GENERAL:**

1. Posted rules must be followed at all times.
2. It is recommended that children under (12) years of age be supervised at all time.
3. All pets are excluded from the pavilion area.
4. Possession and/or consumption of alcoholic beverages or controlled substances is strictly prohibited.
5. Each individual is responsible for cleaning the tables after use.
6. All trash shall be deposited in trash containers provided to maintain neatness and cleanliness of the park area.
7. No glass containers are allowed anywhere in the pavilion.
8. All furniture/equipment is to be used for the purposes for which it was designed.
9. No "bounce houses" or other inflatable amusement facilities, portable amusements, gaming trailers, grills or fire pits are permitted.
10. No live animals intended for use as exhibits or to provide rides are permitted.