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

Name of Applicant ("Eligible User"): _____

Address: _____

Telephone 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: 35.)

Description of Event or Use: _____

Will you be using a bounce house or any other inflatable or amusement at your party? _____Yes _____No
(No waterslides or other "wet" inflatables permitted. See specific requirements below.)

Will you be using any other type of entertainment? (food/game truck etc.?): _____

DEPOSIT FEE

- **Damage/Cleaning Deposit: $30.00**
- **Inflatable/Amusement Use Fee (non-refundable) $25.00**
- **This 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 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 a bounce house 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 APPLICANT'S 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.

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 _____

CENTRAL VIERA
COMMUNITY ASSOCIATION, INC.

RULES AND RESPONSIBILITIES FOR SANDHILL PARK 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 pavilions as follows:
   - 2.1 Application for approval from eligible users requesting exclusive, private use of the pavilion will be accepted in accordance with the Rules contained herein.
   - 2.2 All Association-sponsored events and programs that include the use of the pavilion will be scheduled at Fairway Management. Association events will take precedence over private parties requesting the use of the pavilion.
   - 2.3 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 on the 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 (321) 777-7575. The application and fees must be received no less than five (5) business days prior to the event. A **$30.00** 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 other approved amusements. The Eligible User 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 charged for the use of inflatables or other approved amusements. 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 users' 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. 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:
     - 3.4.1 Personal attendance during authorized time.
     - 3.4.2 Proper conduct of guests.
     - 3.4.3 Repair or replacement of items damaged during use.
     - 3.4.4 Disposing of all party trash off site.
     - 3.4.5 Ensuring that other eligible users are not unnecessarily inconvenienced during private use.
     - 3.4.6 Cleaning of the pavilion after use.
     - 3.4.7 Ensuring that no loud music or boisterous activity affects any of the surrounding residents
   - 3.5 **Utilities:** Electrical outlets are located on the rear of the pavilion. The outlet circuit is on a 20-amp breaker and will only support one inflatable or approved amusement. Overloading the circuit will cause the breaker to trip and will result in the loss of electricity for your event. If you require additional power, you will need to make arrangements with the amusement vendor for the use of a generator. Overloading the circuit may result in the forfeiture of your deposit.

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4. **GENERAL RULES:**
   - 4.1 It is recommended that children under (12) years of age be supervised at all times.
   - 4.2 All pets are excluded from the pavilion and playground areas.
   - 4.3 Possession and/or consumption of alcoholic beverages are strictly prohibited.
   - 4.4 Each individual is responsible for cleaning the tables after use.
   - 4.5 **You must provide your own trash bags. You must haul away party trash. Do not overfill park receptacles**.
   - 4.6 No glass containers are allowed anywhere in the pavilion or playground areas.
   - 4.7 All furniture/equipment is to be used for the purposes for which it was designed.
   - 4.8 No bounce houses or inflatables permitted unless applied for and meet the guidelines specified.
   - 4.9 No live animal rides, exhibits or live animals of any kind are permitted.
   - 4.10 No grills of any kind are permitted.
   - 4.11 No DJ's are permitted.
   - 4.12 If music is played it must not affect any of the surrounding residents.
   - 4.13 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.

5. **SPORTS COURTS:**
   - 5.1 Court hours are from Dawn to Dusk.
   - 5.2 Tennis shoes must be worn on the pickleball court.
   - 5.3 Courts may not be used for any purpose other than designated.
   - 5.4 When other players are waiting, play is limited to 60 minutes.
   - 5.5 Pets will not be permitted on the courts at any time.
   - 5.6 No food is permitted within the court enclosure. If drinks are brought on the court, waste should be disposed of in the trash containers.
   - 5.7 Only authorized personnel will be allowed to adjust any of the equipment.