

Victoria Grove Homeowners Association, Inc.

10420 Victoria Grove Blvd.
Royal Palm Beach, Florida 33414

Office Use Only

Date _____
Received _____

Date _____
Approved _____

RESERVATION AGREEMENT FOR USE OF BALLFIELD/BBQ AREA

1. Reservation Agreement. This Agreement sets forth the terms and conditions for the agreement by and between Victoria Grove Homeowners Association, Inc. (the "Association") and a property owner or tenant who is in good standing with the Association.

Name _____ Phone _____ Email _____

Address _____
(Hereinafter referred to as "Reservation Holder")

Reservation Holder warrants that they are a Victoria Grove homeowner or tenant in good standing with the Association. Reservation Holder further warrants and guarantees that they will be present at all times and that they will be responsible for and in control of their guests for the duration of the reservation period.

All provisions set forth in any rules or regulations applicable to the Facilities, to wit: the Ballfield/BBQ Area consisting of the paver patio area and 2 BBQ grills (there is no electricity provided or available). The remainder of the common area of the Association is not included. Reservation Holder on their behalf and on behalf of all their guests shall abide by all Association governing documents (declaration, bylaws, and rules and regulations, as amended from time to time), which are applicable to this Reservation Agreement and hereby incorporated herein by reference for all purposes as if set forth fully at length. Reservation Holder is encouraged to review such rules as may be amended from time to time. In the event of an inconsistency, this Reservation Agreement shall control. The Facilities may not be reserved or rented for any commercial purpose.

2. Term. Reservation Holder agrees that use of the Facilities shall be limited to _____ (date) between dawn to dusk for the purpose of _____ with _____ number of people to attend (the "Event").

3. Grant of Use Privileges. The Association hereby grants Reservation Holder the privilege of exclusive use of the Facilities for a single event with an occupancy limit as indicated below. The Association reserves the right to require Reservation Holder to have an off-duty uniformed Palm Beach County Sheriff's Deputy to be present at Reservation Holder's sole cost and expense, at the sole discretion of the Association.

The grant is limited to the following Facilities: Paver patio area and 2 BBQ grills.

Additional Fees and Charges:

Security and Damage Deposit: \$100.00

Such payment shall accompany this Reservation Agreement application in the form of a check or money order (NO CASH OR CREDIT CARD WILL BE ACCEPTED) please make checks or money order **payable to Victoria Grove Homeowners Association, Inc.** This deposit, which may be used to cover costs incurred as a result of any damages or insufficient cleanup, will be returned within thirty (30) days after an inspection reveals that the Facilities are in good order. The measure of cleanup requirements or damage shall be calculated solely by Victoria Grove Homeowners Association, Inc. Should damages or cleanup requirements exceed this \$100.00 deposit amount, the balance will be charged to me/us and due within thirty (30) days from the date of said invoice and also may be charged as an Individual Assessment on my/our/or our

landlord's lot/unit as provided for in the Declaration of Covenants Restrictions and Easements for Victoria Grove and any other applicable documents. Any security deposit not refunded within 180 days from the date of the Event shall be deemed forfeited and the Association may retain same.

Excess Usage:

In no event shall an event end after dark. Any event which ends after dark will result in the Reservation Holder no longer eligible to reserve or rent any Victoria Grove facilities.

4. Event Arrangements. Reservation Holder acknowledges that Reservation Holder has advised the Association at the time of execution of this Agreement of the nature of the Event, the anticipated number of attendees, the food, drinks and entertainment (if applicable) to be used and other information relevant to the Event. Reservation Holder further acknowledges that the Association is relying on such information and representations by Reservation Holder. The Association shall approve or disapprove of all such arrangements prior to the execution of this Reservation Agreement.

5. No Use of Other Facilities. This Reservation Agreement is for the NON-EXCLUSIVE USE of certain common area (for example, the fenced in children's play area). This Reservation Agreement does not entitle Reservation Holder to exclusive use of the remainder of the common areas or any other Association Facilities during the Event. Reservation Holder may use the common area field but same is non-exclusive and must be shared by any other Victoria Grove resident entitled to use same. Use of the remaining common area or other Association Facilities shall be dictated by the specific rules and regulations applicable to such Facility. Reservation Holder acknowledges that the Facilities will not be supervised by Association personnel. Reservation Holder further acknowledges that inherent risks exist in connection with the Facilities and Reservation Holder acknowledges that continuous supervision of the guests, including children, by Reservation Holder and Reservation Holder's guests is required and shall be the responsibility of Reservation at all times during the use of the Facilities under this Reservation Agreement.

6. Prohibited Activities.

Reservation Holder shall not commit or allow to be committed any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose. No motorized vehicles shall be allowed on the off paved parking areas. The foregoing restriction applies without limitation to Reservation Holder, guests, caterers, and deliveries. Disruptive or inappropriate behavior, abuse of the Facilities, failure to abide by the terms of this Reservation Agreement, of applicable Rules and Regulations, or any other action by or on behalf of Reservation Holder or any guests at the Event deemed by the Association or its agents not to be in the best interest of the Association or the community at large shall be grounds for immediate termination of this Reservation Agreement, without recourse by Reservation Holder. Any noise shall be deemed a nuisance when it unreasonably disturbs the peace, quiet, and comfort of the community residents or others using the common area adjacent to the Facilities reserved.

No mechanical rides/amusement devices.

No dunk tanks.

No bungee operations/equipment.

No fireworks/pyrotechnics.

No music and noise at a level that is disturbing to others.

No illegal substances.

7. Condition of Premises. Reservation Holder agrees to surrender the premises at the end of the reservation period in the same condition as when Reservation Holder took possession and expressly agrees to pay the Association for any and all damage which may occur during the reservation period, excluding damages by Acts of God. The Reservation Holder is responsible for all clean up and trash removal at the end of the Event. An inspection of the premises by the Association will determine the disposition of the security deposit, without recourse.

8. Indemnification and Hold Harmless. Reservation Holder agrees to indemnify, defend and hold the Association, its employees, authorized agents, affiliates, vendors, officers and directors harmless with respect to any and all claims, injuries, damages, losses and expense resulting from or arising out of the serving and/or consumption of alcohol by any individual at or during the Event and Reservation Holder hereby releases the indemnified parties from any and all such liability.

9. General Indemnity. Reservation Holder agrees to defend, indemnify and hold harmless the Association and its affiliates, employees, authorized agents, vendors, officers and directors from all liabilities, suits, claims, losses, damages and expenses, including reasonable attorneys' fees and expenses, of whatsoever kind and nature imposed upon, incurred by, or asserted against the indemnified parties for: (i) the breach of Reservation Holder's obligations, representation or warranties under this Agreement; or (ii) bodily injuries or deaths to persons or damage to or loss of or destruction of property caused by or resulting from the negligent acts or omissions of Reservation Holder, its agents, or its guests and to defend at its own expense all suits or proceedings arising out of any of the foregoing.

10. Payment of Reservation Fee. Unless otherwise specified, all fees and charges pursuant to this Agreement shall be in the form of a check or money order payable to Victoria Grove Homeowners Association, Inc.

11. Cancellation. Written notice is required a minimum of seven (7) days prior to the scheduled Event to cancel this Reservation Agreement. If the Reservation Agreement is not timely canceled, then 50% of the security deposit shall be forfeited.

12. I/We certify that the Facilities will not be used in a manner as to create a hazard or nuisance to the Facilities and/or to other residents and/or guests of the community, and understand Victoria Grove Homeowners Association, Inc. and its representatives reserve the right to cancel or terminate this event if, in its sole opinion, such a hazard or nuisance exists or will exist or any of the terms of this Agreement are violated by the Reservation Holder or any guest(s).

13. I/We agree to be present during the entire Event including set up and clean up.

14. Miscellaneous Terms:

- a. Any Association property missing or damaged at the end of the event will be replaced at the cost of Reservation Holder.
- b. All guests must leave promptly at the end of the Event.
- c. Reservation Holder must remove all trash and debris from the facility, surrounding common areas and parking lot, and properly dispose of same. Proper bagged trash from the Event may be disposed of in the Association's dumpster located in the clubhouse parking lot.
- d. No damage to Association property.
- e. Lost or stolen articles are not the responsibility of the Association.
- f. This Reservation Agreement may be modified or amended in writing only, signed by the Association and Reservation Holder.
- g. This Reservation Agreement represents the entire agreement of the parties and there are no representations, written or oral, not specifically set forth herein.
- h. The Association does not warrant or represent the Facilities are fit for any particular purpose and it is Reservation Holder's responsibility to determine if the Facilities are suitable for Reservation Holder's proper intended use.
- i. Reservation Holder acknowledges having read and understood this Reservation Agreement.
- j. Reservation Holder agrees to advise their guests of the provisions of this Reservation Agreement with respect to the warnings and requirements set forth herein.
- k. In the event this Reservation Agreement is executed by more than one individual on behalf of Reservation Holder, the obligations herein shall be joint and severable.

NO EVENT IS APPROVED UNTIL FINAL APPROVAL IS GIVEN BY THE VICTORIA GROVE HOMEOWNERS ASSOCIATION, INC. BOARD OF DIRECTORS.

PLEASE PROVIDE AN EMERGENCY CONTACT NUMBER FOR THE ASSOCIATION TO CONTACT YOU DURING YOUR EVENT.

RESERVATION HOLDER

_____/_____
Signature Date Co-Signer (if applicable) Date

VICTORIA GROVE HOMEOWNERS ASSOCIATION, INC.

_____/_____
Name Title Date

Office Use Only

CHECK PAYMENTS: Deposit # _____ Use Fee # _____

Agreement is Approved _____ Disapproved _____

Additional Conditions _____

Assessment Status _____

Victoria Grove Authorization

Print Name

Date