

The Preserve at Indigo Run Owners Association Inc.

Cabana Room Reservation Agreement

1. LICENSE AND LICENSEE

THIS AGREEMENT, made and entered into this _____ day of _____ 20____ by and between the License, The Preserve at Indigo Run Owners Association, Inc. herein referred to as "Preserve" and _____ of _____ resident of the Preserve at Indigo Run Villa _____ herein referred to as Licensee.

The Preserve hereby grants to the licensee a license to occupy and use, subject to all the terms and conditions hereof, the property known as the Pool side Community Room or Cabana Room, on _____, 20____, between the hours of _____ and _____,

2. LICENSEE AND The Preserve AGREE TO THE FOLLOWING TERMS:

2.1. The purpose of this event is _____

2.2.

A cleaning fee of \$75. This check will be deposited. A check for the full cleaning fee (\$75), is due within 7 days of the event. The cleaning fee check will be held until the premises have been vacated and a walk-through conducted. If the Cabana is cleaned and left in the same condition as before the event, the check will be returned. If cleaning is necessary these funds will go toward the cleaning charge.

2.3.

No event may start earlier than 11 a.m. or end later than 9 p.m.

2.3.1 Setup time _____

2.3.2 Cleanup time _____ not to exceed 10:00 p.m.

2.4. Licensee agrees to the Rules of Operation (attached herein)

2.5. Licensee and guests shall NOT be permitted use of the pool or the pool deck (lounges, chairs, tables, etc.) during the event. You've rented the CABANA, not the pool. The individual(s) renting the cabana cannot 'take over' the pool and deck for their personal use as such actions would exclude everybody else's right to use. Violation of this rule will result in the immediate termination of the event. Should eviction be necessary the appropriate authority will be contacted.

Initial _____

2.6 Use of the 'Smoking Patio' behind the Cabana is permitted. No smoking in the cabana!

3. IT IS FURTHER AGREED:

3.1. **USE:** The premises may be occupied and used solely as the site for a private gathering for Licensee and Licensee's guests. License shall not transfer or assign his privileges hereunder. Licensee agrees premises are not to be used for commercial purposes, nor to sponsor an event or joint event for or in conjunction with, non-Preserve residents, clubs or organizations, and warrants that he/she does not

intend to profit from the use of the premises.

- 3.2. **PERSONAL PROPERTY RISK:** All personal property placed on the premises or on any other portion of the property owned by Licensor shall be at the sole risk of the Licensee or licensee's guests, and the Preserve shall in no event be liable for the loss, destruction, theft or damage to such property.
- 3.2a Cabana hours may not extend beyond 9pm (other than cleaning up) and noise, including music of any nature cannot be heard from the street after 10pm.
- 3.3. **UNLAWFUL AND/OR INAPPROPRIATE USE:** Licensee shall not use the premises or permit the premise to be used for any unlawful purpose, to do or permit any unlawful act upon the premises. In regard to this clause, the term "premises" shall extend to any portion of property owned by the Preserve. The Preserve is obligated to report any and all unlawful activity (or reasonable suspicion thereof) to the appropriate authority in timely manner. The Preserve or its officers are not required to notify Licensee of its intent to notify appropriate authority of such activity. The Preserve will only give prior notice to Licensee when such notice will not compromise the safety of the Preserve staff, contractors, residents, guests and their property. Preserve's primary responsibility is the safeguarding of the Association, its members and its property.
- 3.4. **PETS:** No pets of any kind shall be permitted inside the premises or on the pool deck surrounding the premise, unless specific approval is given in writing from the Preserve. Such approval shall be limited to service animals.
- 3.5. **SECURITY:** Licensee shall be responsible for securing the premises upon the termination of the License, as stated herein. Licensee shall remain on the premise during the course of the entire event, set-up, or any other time that such premise is unsecured.
- 3.6. **CONDITION OF PREMISES NOT WARRANTED:** The Preserve does not warrant or represent that the premises are safe, healthful or suitable for the purpose for which they are permitted to be used under the terms of this license.
- 3.7. **INDEMNIFICATION:** Licensee shall exercise his privileges hereunder at his own risk, and irrespective of any negligence of Licensor, Licensee shall indemnify Licensor against all liability for damages, costs, losses, and expenses resulting from, arising out of, or in any way connected with, the occupation or use of the premises by Licensee, or guests of Licensee, or failure on the part of the Licensee to perform fully all and singular Licensee's promises herein. The Preserve shall not be liable for any reason whatever if Licensee's occupation or use of the premises hereunder shall be hindered or disturbed.
- 3.8. **ATTORNEY'S FEES:** In event of the employment of any attorney by the Preserve because of a violation of any term or provision hereof by Licensee, the Licensee agrees to pay all legal fees including, but not limited to, attorney's fees.
- 3.9. **TERMINATION - REMOVAL OF PROPERTY:** On revocation, surrender or other termination of the permission hereby given, Licensee shall quietly and peaceably surrender the portion of the premises occupied by the Licensee in as good condition as they were at the time of the Licensee's entry thereupon and shall remove all equipment, and other things placed by Licensee on the premises hereunder and if licensee shall fail to do so, The Preserve shall have the right to make such removal At Licensee's expense, and The Preserve shall have the right to take possession of, without payment to Licensee, any property of Licensee, or anyone claiming under it, then remaining on the property.
- 3.10. **WRITTEN AGREEMENT AS ENTIRE UNDERSTANDING OF PARTIES:** No representations, statements, warranties or agreements other than those herein expressed have induced the making, execution

and delivery of this Agreement. This Agreement embodies the entire understanding of the parties and there are no further or other agreement or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

Keys to the Cabana must be returned to The Preserve Office immediately following said event. Keys to the Cabana are the property of The Preserve. Cabana Keys may be returned via The Preserve office mail slot or to The Preserve Community Manager directly. Cabana Keys must not be in anyone's possession over night or for any time period past the event hours. Cabana keys that are not immediately returned, will be considered as stolen, lost or not returned per The Preserve Cabana agreement, fines will be assessed and lock change charges could be assessed as well.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written.

THE PRESERVE AT INDIGO RUN
OWNERS' ASSOCIATION, INC

LICENSEE

BY: _____

Rental Schedule

Cleaning fee will be no less than \$75.00 depending on the extent of clean-up necessary (subject to 2.2 above).

Premises Maximum Occupancy: **28** _____

Enforced by the HHI/FD

Number of Guests for event: _____

Refreshments: _____ NO _____ YES, **ALL ALCOHOLIC BEVERAGES MUST HAVE AN INSURANCE RIDER INCLUDED, THIS IS THE SC LAW.**

The Preserve at Indigo Run Owners Association Inc.

Community Room Rules of Operation

Only residents of the Preserve at Indigo Run ("the Preserve"), may reserve a community room for a gathering of their personally invited guests. They may not sponsor an event or joint event for, or in conjunction with, non-Preserve residents, clubs or organizations. They may host a wedding or reception for their children or parents only. Residents reserving the community room must be present during the event. Requests for use of the community room for commercial purposes or for events that will be publicly advertised will be denied. Minor guests must be adequately supervised by adult chaperones. An event will be terminated immediately if minor guests are not adequately supervised. **THE POOL AREA IS NOT INCLUDED IN THE USE OF THE CABANA.** This includes the pool itself and all surrounding areas (chairs tables etc.). The 'smoking' patio area behind the cabana IS available.

The Association reserves the right to cancel a reservation if it becomes known that any of the foregoing policies are being violated or that activities conducted in the facility are dangerous, destructive, or contrary to the Reservation Agreement or the wellbeing of the community. Event host (licensee) must warrant the persons attending event **do not exceed** the community room occupancy maximum at any time. An event will be terminated immediately should the occupancy maximum be violated.

1. The building and pool area are a ***non-smoking facility***. Smokers may not use the adjacent pool deck for smoking, Use of candles is restricted to birthday cake candles; use of trick relighting candles is prohibited. Lighted candles for table arrangements are not allowed. Use of sparklers or similar fireworks is prohibited. HHIFD rules•. •not the Preserve's. Use of the outdoor smoking patio behind the Cabana IS permitted.
2. Cabana hours may not extend beyond 9pm and noise, including music of any nature cannot be heard from the street after 8:00 pm.
3. Decorations are to be put up with masking tape only. Tacks, nails or staples are not be used. Tape and decorations are to be removed at the conclusion of the event.
4. Endeavor to keep doors closed at all times.
5. Consumption of alcoholic beverages is permitted within the confines of the community room. Alcoholic beverages will not be consumed on pool decks, Preserve pathways, sidewalks or streets. Licensee and Licensee guests must adhere to all State, County and Town regulations regarding alcoholic beverages. Employment of a "cash bar" is strictly prohibited. Licensee may not assess guests any fees, cost subsidy or other monies that may be construed as payment for alcoholic beverages.
6. Event host (licensee) and guests will NOT be permitted to use the pool or pool area during the event.
7. The use of rice, confetti, glitter, etc. is prohibited.
8. Any Board member, the property manager or designee will have right to terminate the event if the behavior/conduct of the Licensee and guests is not in the best interests of the Preserve.
9. The Preserve will provide cleaning people. The rental fee provides for returning the facility to its original configuration.
10. Licensee will be required to reimburse the Association for permanent damage to the facility. In some instances, this damage will be determined only after the event is concluded. The user will be billed for any such damage. Failure to pay will terminate the Licensee's eligibility to use the facility and the Preserve will avail itself of collection processes provided by the By-Laws, Rules and Regulations of the Preserve.
11. Resident groups that hold periodic, regular events (bridge club etc.) may request an exemption from the rental fees but the cost of clean-up people, if necessary, will be charged to the group.
12. Should eviction be necessary the appropriate authority will be contacted.

