



COMMITTEE CHARTERS, POLICIES, PROCEDURES AND FORMS

**SPECIAL EVENT FORM – POOL AREA
ARTICLE IX, ATTACHMENT 1**

Sponsoring Resident(s): _____ Unit Address: _____

Event: _____

Event Date: _____ Start Time: _____ End Time: _____

Number of Attendees: _____ Children Under 16: _____

Lifeguards (if necessary):

Person(s) responsible for clean-up (Name, Address, and Phone, and Email)

Deposit Amount: _____ Date of Request: _____

This form reflects the Association’s courtesy in permitting the scheduling and use of the pool facility for private functions, but please understand that the pool area cannot be restricted for use only by persons who attend the private social event -- a section must be set aside for use by other community members.

WAIVER OF LIABILITY

I (We), the undersigned understand and agree:

1. That I have arranged for the use of the pool, patio, and toilet facilities (collectively, “Pool Facilities”) that are part of the common areas for the Oaks East Homeowners Association, Inc. (“Association”).
2. That I, and my guests, will comply with the rules and regulations for the use of the Pool Facilities attached to this application.
3. That my guests must comply with all other rules and regulations that govern the Association, and they will conduct themselves accordingly.
4. That the safety and health of my guests are solely my own responsibility, and I hereby agree to hold harmless and defend the Association from and against any and all claims, losses, expenses, and damages, including reasonable attorneys’ and paralegals’ fees

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(Whether or not suit is brought, through and including all appellate, post-judgment, and bankruptcy proceedings), that are incurred by the Association, resulting from any claim by me or any of my guests in connection with this application or the use of the Pool Facilities.

5. That this agreement to indemnify and hold the Association harmless is in addition to and independent of the obligations of the Owner(s) regarding the common area arising under the Declaration of Covenants and Restrictions for Oaks East, which obligations are reaffirmed and re-acknowledged by the undersigned by my execution of this agreement.
6. That I shall be responsible to pay a security and cleaning deposit of \$150.00 for the use of the Pool Facilities for the event described above, and that, following inspection of the Pool Facilities after the event, the Association is entitled to use the security and cleaning deposit, or any portion thereof, to clean or otherwise restore the condition of the Pool Facilities to substantially the same condition it was in prior to the event described above.
7. That alcoholic beverages shall not be served or consumed at the Pool Facilities during the period of time provided for my use of the Pool Facilities and the serving or consumption of alcoholic beverages at the Pool Facilities by any of my guests shall entitle the Association to retain, as liquidated damages and not as a penalty, \$100.00 from the security and cleaning deposit I have paid in consideration for the Association's agreement to allow me to use the Pool Facilities.

Homeowner Signature: _____ Date: _____

Homeowner Signature: _____ Date: _____

Attachment: Copy of Rules Governing Use of Oaks East Community Pool for Parties

PRINT FORM

To submit this completed form by email, please print to a PDF and email to the property manager at propertymanager@oakseasthoa.org

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FOR OFFICE USE ONLY

Date Required: _____ Date Approved: _____ By: _____

Maintenance Notified: _____ Security Notified: _____

Security and Cleaning Deposit (to be deposited in escrow pending post-event inspection)

Amount: _____ Received by: _____

Post Event Inspection by: _____ By: _____

Condition and work required (if any)

Security and Cleaning Deposit Retained (state the amount and reasons for retention)

Security and Cleaning Deposit Refunded: Amount \$: _____ Returned by: _____

Received By: _____
Name Address

Signature