



Villages of Westcreek
Owners' Association

**Use Contract
for
Pavilion**

This Contract to use Selected Common Area Facilities ("Contract") is entered as of the ____ day of ____, 20__, by and between _____ ("Homeowner/Resident") and the Villages of Westcreek Owners' Association ("Association").

Homeowner/Resident desires to have the exclusive use of the Common Area Facility ("Facility") hereafter described during the time shown below.

The Association has agreed to allow Homeowner/Resident to have such use of the Facility only upon the terms and conditions contained in this Contract, which terms and conditions Homeowner/Resident accepts. Homeowners' assessments must be current through the event date.

Now, therefore, in consideration of the agreements and covenants contained in this Contract, which the parties acknowledge are sufficient consideration, Association and Homeowner/Resident agree as follows:

1. **Right to Use.** Homeowner/Resident shall have the exclusive right to use the pavilion, on _____, 20__, between the hours of _____ (CDST) and _____ (CDST) solely for the purpose of _____.
2. **Reservation Deposit and Fees.** A contract must be completed and signed at the time of the event booking. The contract will be accompanied by 2 checks made out to the Villages of Westcreek Owners' Association (VWOA). The first check will be made out for \$100.00 as a Reservation Deposit, which will be returned to the Homeowner/Resident by US Mail if no damage is noted during the post-event inspection.
 - a. Facility will be inspected by an employee of the Association immediately following the event.
 - b. If damage to the Facility is found, the Association shall deduct from the Reservation Deposit any repair expenses resulting from damage to the Facility by the Homeowner/Resident. Also see paragraph 6 for Liability, Clean up and Damage.

The second check will be for the Usage Fee. A Usage Fee will apply for exclusive use of this Facility; this fee will be \$20.00 per hour for each of the first 4 hours reserved, plus \$17.50 per hour for every hour reserved thereafter.

- _____ 3. **Refunds.** If an event is cancelled because of inclement weather; the Homeowner or Resident has the option of getting a refund, or rescheduling the event within the current year to a date and time not already taken. If an event is cancelled more than 4 weeks (28 days) prior to a booking, a \$25.00 rebooking fee will be deducted from any refund. If an event is cancelled less than 4 weeks (28 days) prior to a booking, there will be no usage fee refund.

4. **INDEMNITY.** HOMEOWNER/RESIDENT SHALL INDEMNIFY AND SAVE HARMLESS THE ASSOCIATION, THEIR OFFICERS, DIRECTORS, AGENTS, LEGAL REPRESENTATIVES, AND EMPLOYEES FROM ALL LIABILITY SUITS, ACTIONS, OR CLAIMS OF CHARACTER, TYPE OR DESCRIPTION BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY AND ALL LOSSES, INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY THE HOMEOWNER/RESIDENT OR HOMEOWNER'S/RESIDENT'S FAMILY, EMPLOYEES, GUESTS (INVITED OR UNINVITED), PATRONS, VISITORS (INCLUDING CATERERS), OR ANY OTHER PERSON OR PERSON'S PROPERTY, ARISING OUT OF, OR OCCASIONED BY THE USE OF THE FACILITY.

THE ASSOCIATION, THEIR OFFICERS, DIRECTORS, AGENTS, LEGAL REPRESENTATIVES, AND EMPLOYEES SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY HOMEOWNER/RESIDENT, HOMEOWNER'S/RESIDENT'S FAMILY, EMPLOYEES, GUESTS (INVITED OR UNINVITED), PATRONS, VISITORS (INCLUDING CATERERS), OR ANY OTHER PERSON OR PERSONS FROM AND AGAINST ANY AND ALL CLAIMS AND DAMAGES OF EVERY KIND, FOR INJURY TO OR DEATH OF HOMEOWNER/RESIDENT, HOMEOWNER'S/RESIDENT'S FAMILY, EMPLOYEES, GUESTS (INVITED OR UNINVITED), PATRONS, VISITORS (INCLUDING CATERERS), OR ANY OTHER PERSON OR PERSONS AND FOR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF OR ATTRIBUTED, DIRECTLY OR INDIRECTLY, TO THE ASSOCIATION'S OPERATIONS AND THE HOMEOWNER'S/RESIDENT'S USE OF THE FACILITY.

The Association, their officers, directors, agents, legal representatives, and employees shall not be liable to Homeowner/Resident, or Homeowner's/Resident's family, employees, guests (invited or uninvited), patrons, visitors (including caterers), or any other person or persons for any damage to person or property, caused by the negligence of the Association or due to the Facility or any appurtenances being improperly constructed, or being or becoming out of repair, nor for any damage from any defects or want of repair of any part of the Facility. Homeowner/Resident accepts the facility as suitable for the purposes for which it is used and accepts the building and each and every appurtenance, and waives any defects, and agrees to hold the Association harmless from all claims for any such damage, including attorney's fees and any other claims and expenses incident thereto.

5. **Conduct of Guests.** The Homeowner/Resident is solely responsible for the conduct of guests at the Facility incidental to or during the time of the use hereby contemplated. The Homeowner/Resident must be present in the Sports Park at all times during such period as the Facility is used by their guests.

6. **Liability for Clean up and Damage.** Homeowner/Resident shall be responsible for clean-up of the Facility immediately following the event for which this Contract is entered and for any damage or destruction to the Facility, which occurs as a result of the conduct of Homeowner/Resident or the guests of said event. Homeowner/Resident agrees to reimburse Association, immediately upon demand, any sums required for such clean-up, repair or replacement of the Facility.

_____ 7. ***I will have outside vendor(s) present at the event. (Examples: bouncy house, moon walk, pony rides, etc....). If a vendor will be present, it is the responsibility of the Homeowner/Resident to provide a copy of the vendor's certificate of liability insurance prior to the event. If the certificate is not received, the vendor will not be allowed to set up at the event.*** By initialing this portion of the contract, I understand and accept these conditions.

_____ 8. ***I will not have outside vendors present at the event.*** By initialing this portion of the contract, I understand that should I have a vendor present, he/she will not be allowed to set up at the event.

9. **Pavilion Amenities/Procedures.** When you book the pavilion for exclusive usage, you will have the use of a private bathroom strictly for your event. Power will be turned on for overhead fans and electrical outlets along each side of the pavilion. The pavilion monitor will arrive 30 minutes prior to event to complete a pre-event checklist, and note any deficiencies. The monitor will also arrive 30 minutes prior to the end of contracted time to facilitate preparations of shutting down the facility and to complete a post-event checklist, noting any deficiencies

10. **Control of Function.** The use of the facility shall be subject at all times to the control and supervision of the Association and/or the Board of Directors who may, without notice to the homeowner, demand cessation of any function and request guests to leave the facility.

11. **Termination.** The Committee or any officer of Association shall have the right to terminate this Contract for any reason including, but not limited to, non-payment of fees or deposits.

12. **Assignment.** This Contract may not be assigned by Homeowner/Resident.

13. **Access.** Exclusive access to the Facility is not granted until the hours stated above in this contract and the Homeowner/Resident is present. The Homeowner/Resident must be in possession of a valid VWOA Identification Card.

14. **Other Terms and Conditions.**

- a. Homeowner/Resident will not use the Pavilion for Religious services or activities.
- b. Homeowner/Resident will not deface, destroy, remove, or disturb Association property or equipment.
- c. Homeowner/Resident will remove any items tied in the structure with string, ribbons or rope prior to leaving the facility.
- d. **NO FIREWORKS ARE ALLOWED IN THE SPORTS PARK.** Such use of fireworks will result in forfeiture of the Reservation Deposit.

15. Entire Agreement. This Contract contains the entire agreement among the parties regarding the subject matter hereof.

Homeowner: _____
(Signature) (Date)

(Printed Name) (Daytime Phone)

(Address)

For the Villages of Westcreek Owner's Association:

This Owner has been confirmed to be a member in good standing. _____
(Initials)

(Printed Name) (Daytime Phone)

(Printed Position within the Assn)

(Signature) (Date)

The Deposit and Usage Fee checks shall be in the name of the Villages of Westcreek Homeowner/Resident and be signed by said person.

For Office Use:

_____ (Check #)	_____ Security Deposit	_____ (Date)	_____ (Amount)	_____ (Returned Date)	_____ (Initials)
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_____ (Check #)	_____ Usage Fee	_____ (Date)	_____ (Amount)
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1st four (4) hours _____ X \$20.00 = \$ _____

Add'l hours _____ X \$17.50 = \$ _____

TOTAL \$ _____