

HOLLEYBROOKE HOMEOWNERS ASSOCIATION, INC.
P.O. BOX 1088
SPOTSYLVANIA, VA 22553

PAVILION RENTAL AGREEMENT

Securing Party Name (Resident) _____

Address _____

City _____ Virginia Zip Code _____

Contact Number _____ Alternate Number _____

Date of Use _____ Times: _____

Type of Activity _____

Number of People Attending _____

Alternate Contact Name _____ Number _____

RESERVATION INFORMATION

Security Deposit - \$50.00 (\$25.00 Refundable) Amount Paid \$ _____

Please make checks payable to Holleybrooke HOA

TERMS AND CONDITIONS

1. Reservation agreements will be accepted starting January 1 of each year and ending December 31. Pavilion hours are 8:00am to 10:00pm. The pavilion is a private facility and is available for residential events such as birthdays and family gatherings ONLY. Restrooms are not available. The reserved time of each event at the pavilion shall not exceed 4 (four) hours. The pavilion may not be reserved during the time of a previously scheduled HOA event. Please check with the HOA for the holiday schedule. The Securing Party agrees to pay a security deposit and an administrative fee at time of reservation to hold desired date. Reservations must be submitted at least ten (10) days prior to the event in writing to the HOA address herein. Requests will not be granted to residents who have exhibited unacceptable behavior at previous rentals.
2. The Securing Party must be a resident of Holleybrooke/Cobblestone, must be at least 21 years of age, in good standing with the HOA (dues currently paid and no ACC violations) and must be present at all times during the event.
3. A security deposit of fifty dollars (\$50.00) must be paid in full to hold/reserve the desired rental date and MUST accompany any and all reservations. Please make two separate checks payable to the Holleybrooke HOA each in the amount of \$25.00 for a total of \$50.00 The amount of \$25.00 will be returned within ten (10) working days after the rental date following the completion of an approved inspection.

4. The Securing Party is to ensure all attendees comply with all park rules and regulations set forth by the HOA.
5. The Securing Party will be responsible for any and all damage during the occupancy of the facility. Malicious destruction or careless use of the facility that causes property to be stolen or damaged will be penalized by the amount of the cost to repair or replacement costs connected thereto.
6. NO alcoholic beverages, drugs or glass containers are allowed on park property.
7. If the sheriff's department must be called to the event for any reason, the deposit will automatically be forfeited.
8. A minimum of five (5) business days' notice must be given for any and all cancellations. Without the required notice, the Securing Party and Group may forfeit the security deposit.
9. No more than 40 people are allowed in the pavilion area at any one time. The HOA reserves the right to deny any reservation application if the expected attendance will exceed the safe capacity of the facility so as to endanger the health and welfare of the attendees.
10. Grills of any type are NOT allowed on park property. However, hot plates, crock pots and the like may be permitted. Electrical outlets are available at the user's risk and must not be overloaded at any time. In case of inclement weather, electrical outlets may not be available. Please check with the HOA before the event to make these arrangements.
11. Groups comprised of individuals less than eighteen (18) years of age MUST have one adult in attendance for every ten (10) persons less than eighteen (18) years of age while using the facility.
12. Proper and orderly behavior shall be maintained at all times and any and all damages made to the pavilion or park property shall be the financial responsibility of the Securing Party.
13. The pavilion will be left clean and in the arrangement as upon arrival. Any materials or decorations brought in by the Securing Party and Group MUST be removed and properly disposed of at the end of the rental. Confetti of any sort will NOT be allowed on park grounds. Only tape will be used to hang objects on the pavilion, there will NOT be any use of staples, tacks, nails, etc. on the pavilion. The use of the above mentioned items would result in the forfeiture of the security deposit. All tables must be reasonably cleaned (no sugar residue) and all trash must be picked up and hauled away off park property. Additional fees may be charged for required maintenance.
14. The Securing Party and Group acknowledge the pavilion is located on private property and use therein is restricted to the pavilion and playground area. The pavilion rental does not exclude use of the playground area by other residents.
15. The HOA reserves the right to cancel this contract or make a decision on any situation not covered herein.
16. The HOA and their agents and employees assume NO responsibility, financial or otherwise, for accidents or injuries sustained by individuals or groups using the facility.
17. Any music must be maintained at reasonable levels so as not to disturb fellow residents.
18. Vehicles are not allowed off the parking lot area for any reason.
19. It is prohibited for any individual or group to discriminate on the basis of race, color, national origin, religion or sex during any event/activity held on park property.
20. The HOA shall have the right to restrict the use of the pavilion or grounds when determined that such use shall be detrimental to the general use of the park and/or facilities.

I have read, understand, agree and will follow all of the above listed terms and conditions associated with the rental of the pavilion. I hereby agree the premises shall not be used for any illegal purpose or in violation of local, state, federal laws or ordinances, police or fire regulations. I further agree that I shall be responsible for and shall make payment for any damages, which my party or I may cause to the said facilities or equipment. I also further agree to hold the Holleybrooke Homeowners Association, Inc., its agents and employees harmless for any loss, damage, injury or expense from any suit arising out of or in connection with the use of the pavilion by me or any other persons during my period of rental and occupancy. The Securing Party and Group agree to indemnify and hold harmless the HOA against all expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demand of every kind or nature, including attorneys' fees, by or on behalf of any person, party or governmental authority pertaining to or arising out of the Securing Party's use of the leased premises. The terms of this agreement, rules and/or regulations are subject to change by the HOA.

_____ Date _____
Securing Party (Resident) Signature

HOLLEYBROOKE HOMEOWNERS ASSOCIATION, INC.

_____ Date _____
Authorized Signature
Printed Name and Title _____