

## Pool Pavilion Reservation Agreement for Jupiter Plantation

I/We, the undersigned owner/s or occupant/s of Unit \_\_\_\_\_ at Jupiter Plantation request the Board of Directors to approve reservation for the pool pavilion for my/our use as follows:

Date: \_\_\_\_\_ Time: From \_\_\_\_\_ to \_\_\_\_\_

Number of guests attending: \_\_\_\_\_

Please describe briefly the event being held: \_\_\_\_\_

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I/we acknowledge that the following restrictions of use will apply while we are using the Pool Pavilion area:

- 1) A \$100 refundable cleaning/damage deposit must accompany this reservation agreement. The deposit will be refunded providing the clubhouse and restrooms are left in a clean and satisfactory condition and there is no damage from the user's use of the Pool Pavilion facility or any other common area as a result of the reserved use. In the event there are damages in excess of \$100, or if the facility is not left in satisfactory condition, and the deposit is insufficient to bring it back to satisfactory condition, I/We agree to pay any excess charges incurred by the Association within 10 days after the receipt of a bill for same. We hereby agree to indemnify and hold harmless the Association (and its officers, directors, employees, agents and members) from and against any and all costs, claims, liabilities, damages, suits, judgments and the like. This shall include but is not limited to reasonable attorney's fees incurred for any reason. Any such charges shall become a special assessment against my unit and shall be subject to collection in the manner prescribed in the governing documents.
- 2) The use of the facility cannot extend beyond 10:00 PM. It shall be cleaned and all guests must have vacated the premises by 10:00 PM.
- 3) The use of the facility is restricted to the Pool Pavilion area only. The swimming pool is not available for use during the event by the attendees, and use of the Pool Pavilion area by residents cannot be prohibited.
- 4) Food and beverages are permitted, but no glass items are to be used and no food or beverages may be taken outside the Pool Pavilion area.
- 5) Guests attending the event who live outside the development shall park only in the designated guest parking areas and shall not occupy any owner parking space without

consent of that owner. There shall be no parking on any grass area. Improperly parked vehicles will be subject to towing.

- 6) The maximum number of persons using the Pool Pavilion area for reserved event shall be limited to 35. Board of Directors membership meetings do not constitute a reserved event.
- 7) The comfort of persons occupying at the adjacent building shall be taken into consideration, and noise shall be kept to a reasonable level.
- 8) The privilege of reserving the Pool Pavilion is limited to community residents. In the event any charges shall be applied for failure to clean the area satisfactorily or to repair any damages sustained during the use of the Pool Pavilion or other common areas of the Association, said charges shall be levied against the unit identified in this agreement and shall be collectible in the manner prescribed in the governing documents.
- 9) If the reservation is for a youth (under 14 years old) function, there must be at least one adult over 21 years of age for each five youths in attendance.

It is the intent of the Board of Directors that the facility be available for the use and enjoyment of all residents of Jupiter Plantation while at the same time respecting the rights of other units to the peaceful enjoyment of their properties and the common elements. Failure to respect the reservation conditions will result in future requests for reservations by the occupant of the unit identified in this agreement being denied. Additionally, the Board of Directors reserves the right to cancel or terminate the event at any time before or during the event for failure to comply with the terms of this agreement.

I/We have read and agreed to the conditions contained herein and request the Board of Directors to approve our reservation request.

\_\_\_\_\_ and \_\_\_\_\_

Resident phone contact number \_\_\_\_\_ Date: \_\_\_\_\_

\$100 Cleaning & damages deposit received by: \_\_\_\_\_

Facility returned in good order & deposit returned by: \_\_\_\_\_

If deposit retained, attach written or photographic description of problem(s).