



## **PAVILION RESERVATIONS**

### **Instructions for reserving the community Pavilion are as follows:**

1. Complete, sign, and date the Pavilion Reservation Agreement attached, including the two-page form and the General Association Rules and Regulations which must be initialed and dated.
2. Return the Pavilion Reservation Agreement and Rules and Regulations form along with two (2) checks, one in the amount of \$100.00 for the Non-Refundable Fee and one in the amount of \$100.00 for the Refundable Deposit, to the Access Management office attention: Lynn Uffner. The Deposit check will be returned upon satisfactory post-reservation inspection. Make checks payable to Legacy @ Palmetto Farms. Please Note: Any homeowner with delinquent assessments is ineligible to reserve the pavilion.
3. Upon confirmation, you will be contacted to arrange a walk-thru of the Pavilion and key pick-up.
4. Notify the Pavilion contact to arrange for a post-event inspection to finalize the Pavilion Cleaning Checklist. See attached for your reference.



In consideration of Legacy at Palmetto Farms Association, Inc., allowing me the exclusive use of Pavilion and equipment and furnishings therein (the "Pavilion"), I, the undersigned member of community, agree as follows:

I agree to reserve the Pavilion on \_\_\_\_\_, 20\_\_\_\_ under the terms and conditions set out below.

I understand I am being afforded the exclusive use of the Pavilion only and if the pool area is open and used during the function, the use of the pool by persons attending my function is nonexclusive and such persons will not interfere with use of the pool and pool area by persons not attending my function.

The reservation will begin at \_\_\_\_\_ am/pm and must end no later than 12:00am. (NOTE: If kitchen area is being utilized, function must end by 9:00pm) Use of the Pavilion after the reservation time will constitute a breach of this Agreement and will result in forfeiture of my deposit.

**I will submit two checks totaling \$200.00 (\$100.00 for the Non-Refundable Reservation Fee & Refundable Deposit of \$100.00) with submission of this Application and Agreement. I understand the deposit will be used to pay for cleaning costs and any damages resulting to the Pavilion, its contents, or any other portion of the Association property from my actions or any actions of my guests.**

If repairs exceed the amount of my deposit, I agree to pay the Association the full cost of all repairs within 10 days of receipt of a written explanation of the damages and a bill from the Association. I agree all deposits, fees and expenses incurred by the Association as a result of the use of the Pavilion under this Agreement shall be considered an assessment and constitute a lien against my property and shall be fully collectible per the Association's Declaration and Bylaws.

I assume all responsibility, risks, liabilities, and hazards incidental to the activities applied for (including but not limited to the serving of alcoholic beverages), and hereby release and discharge the Association, its officers, directors, employees, agents, and members, present, past, and future, from any and all claims, costs, causes of action, and liability for personal injury or death and damage to or destruction of property arising from my use of the Pavilion and its appurtenances. If alcoholic beverages will be served at, or brought to the function, I understand and agree I am responsible for ensuring any consumption or serving of alcohol at the function is done strictly in accordance with Georgia law. I further acknowledge and agree no alcoholic beverages will be sold, manufactured or made at the function.

I agree to indemnify and hold harmless the Association, its officers, directors, employees, agents, and members, present, past, and future, from any and all charges, claims, costs, causes of action, damages and liabilities (including but not limited to attorney's fees) for any and all injuries, to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees, any member of the Association or any other person which arise from or are in any way related to the function and/or the reservation or use of the Pavilion.

I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to my function and agree to be personally responsible for compliance with the Association's Declaration, Bylaws, and Rules and Regulations, including the Association's Pavilion Policy. I acknowledge violation of any provision of these Documents by any person present at, attending, or in any other way related to my function, may result in immediate termination of the function and forfeiture of my deposit.

5. I am a member of the Association, at least twenty-one (21) years of age, and will be in attendance at my function. I hereby agree and represent that the Pavilion will be used for lawful purposes only, and if any conduct at the function I am sponsoring violates federal, state or local laws or ordinances, my rights to use the



Pavilion under this Agreement shall terminate and the Association shall have the right to take possession of the Pavilion and instruct my guests to leave the property.

6. Subject to those deductions provided for in this Agreement, the deposit will be refunded in whole or in part by mail.

7. I understand that my reservation of the Pavilion on the aforementioned date will not be confirmed, nor will this Agreement be binding, until such time as this Agreement has been executed by the Association.

8.

**INDIVIDUALS WHO HAVE A FEVER OR OTHER SYMPTOMS OF COVID-19 SHALL NOT ENTER THE POOL AREA. GOOD HAND HYGIENE, INCLUDING HAND WASHING OR HAND SANITATION, IS REQUIRED. HANDSHAKING AND UNNECESSARY PERSON-TO-PERSON CONTACT IS PROHIBITED. SOCIAL DISTANCING IS REQUIRED. ALL PERSONS ENTERING THESE FACILITIES ACKNOWLEDGE AND AGREE THAT BY ENTERING, UTILIZING AND OCCUPYING THESE FACILITIES, THEY MAY COME INTO CONTACT WITH SARS-COV-2 AND COVID-19, AND PERSONS WHO HAVE CONTRACTED SARS-COV-2 AND COVID-19. ALL PERSONS ENTERING THESE FACILITIES FURTHER ACKNOWLEDGE AND AGREE THAT BY ENTERING, UTILIZING AND OCCUPYING THESE FACILITIES, THEY MAY CONTRACT SARS-COV-2 AND COVID-19, WHICH IS KNOWN TO CAUSE RESPIRATORY DISTRESS, PNEUMONIA, SHORTNESS OF BREATH, AND DEATH. BY ENTERING, UTILIZING AND OCCUPYING THESE FACILITIES, ALL PERSONS DO SO AT THEIR OWN SOLE VOLITION AND RISK HAVING FULL KNOWLEDGE OF THE RISKS INHERENT IN ENTERING, UTILIZING AND OCCUPYING THESE FACILITIES DURING THE COVID-19 PANDEMIC.**

9. I have carefully read and understand this reservation form and agree to be bound by its terms.

_____	_____
Address	Signature
_____	_____
Home Phone Number	Name (printed)
_____	_____
Daytime Phone Number	Date
_____	_____
Email Address	Alternate Email Address

Deposit \$ \_\_\_\_\_ and Reservation Fee \$ \_\_\_\_\_ paid on \_\_\_\_\_, 20\_\_.

AGREED TO AND ACCEPTED BY LEGACY @ PALMETTO FARMS ASSOCIATION, INC.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Check Returned: \_\_\_\_\_ Initials \_\_\_\_\_:



**Make checks payable to Legacy at Palmetto Farms: 1.) Non-Refundable Reservation Fee (\$100.00) and 2.) Refundable Deposit (\$100.00)**

**Mail to:** Access Management Group - 1100 Northmeadow Parkway Ste 114 Roswell, Ga 30076

## **GENERAL ASSOCIATION RULES AND REGULATIONS FOR THE PAVILION**

- No paint, tape, or tacks are allowed on posts, walls or ceiling.
- All events, parties, etc. held in the Pavilion must be **over by 12:00 am.**
- One adult must be present for every (8) persons when the age of the group averages 18 years or younger.
- **A security guard must be hired for any group of thirty (30) or more with a majority of members between the ages of 18 and 25.**
- At Association functions, alcoholic beverages are permitted on a “bring your own” basis only and are only to be consumed by person 21 years of age and older. In no way will alcoholic beverages be served by the Association.
- Items left at the Pavilion after final walk-through becomes the property of the Association.
- The Pavilion must be cleaned before the final walk-through, including common areas and any related structure as needed.
- If the outside garbage cans are used, the person reserving the Pavilion is responsible for garbage pickup on pickup morning and replacing the cans by the Pavilion that evening.
- Furniture is to remain in the Pavilion.
- Glass is prohibited

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date

