

# THE STUDDIFORD HOMEOWNERS ASSOCIATION PAVILION AND POOL AREA RESERVATION POLICY AND AGREEMENT

## Reservation Policy

Studdiford's facilities may be used by members of The Studdiford Homeowners Association for group functions on a pre-arranged basis. The Studdiford HOA reserves the right to change any and all terms, conditions and fees without any prior notice.

The Studdiford HOA Board of Directors has established the following policies to ensure maximum enjoyment of these facilities. They are subject to change as may be deemed necessary by the Board to ensure continued enjoyment of facilities by the Association's membership. Arrangements or questions should be made through the Facilities Coordinator at [facilities@studdiford.org](mailto:facilities@studdiford.org).

The general policies affecting private use of the facilities are:

1. Only members of the Association may arrange for use of the Studdiford pool area and pavilion.
2. Reservation of the pool area or pavilion does not imply exclusive use of the Facility. Even if reserved, the areas are open to all members.
3. Reservations for the recreational facilities are made on a first-come, first-serve basis.
4. Reservations will be restricted to one per day.
5. Reservations may be made for a maximum of 4 hours.
6. If the pool is to be used and the additional attendees are 10 or more, an additional lifeguard may be required at your expense.
7. The facility reservation date shall be secured upon receipt of the signed Reservation Policy and Agreement.
8. A member wishing to reserve the facilities must provide a cleaning deposit to the Facilities Coordinator, in an amount set by the Board. The cleaning deposit will be refunded within two (2) weeks of inspection after the function unless unusual repairs (damage) or unusual cleaning is required to restore the Facility to its normal condition. Additional cleaning services or repairs required as a result of Member's use of the facility shall be billed to Members by the Association.
9. Use of any Studdiford HOA Facility shall be at the risk of user or users.

## Facility Clean-up Checklist

To ensure that the Facility is returned to its original condition, please use the attached checklist to confirm all items have been taken care of.

1. All trash at pavilion and/or pool has been picked up.
2. All outdoor furniture has been returned to its original position.
3. Decorations (if used) have been removed.
4. Full trash bags have been placed in available garbage receptacle located in the pool parking lot.

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## Reservation Agreement

THIS RESERVATION AGREEMENT is to be completed online at [www.studdiford.org](http://www.studdiford.org)

**Responsibilities of Member.** The Facilities shall be left in clean condition with all loose trash picked up. If Member fails to do so, the Association may cause such work to be done at Member's expense. Member shall obey all laws and not permit any noise or other activities that may disturb residents. In addition, Member and Member's guests shall comply with any other rules and regulations of the Association pertaining to use of the Facilities as may be attached to this Agreement.

**If the attendees either become a disturbance to adjacent neighbors to the pool/pavilion area and/ or the Board of Directors is called out on an emergency call, the owner shall be billed \$50 by the Association.**

**Assumption of Risk.** The Facility is provided by the Association on an "as-is" basis. Member agrees to assume all risk of injury, loss or damage to Member or to any persons, goods, materials or property arising out of or in connection with use of the Facilities pursuant to this Agreement.

**Responsibility for Damage.** Member agrees to be financially responsible for any and all damage to the Facilities and their contents, or for any loss through theft, occurring during or in any way related to use of the Facilities pursuant to this Agreement, including, without limitation, any breakage or loss of equipment. Member agrees to promptly notify the Facilities Coordinator of any damage or loss that occurs.

**Indemnification.** Member agrees to indemnify, hold harmless and defend the Association and its officers, Facility coordinators, committee members, employees and directors, from and against any claims, suits, costs, loss, damage, liability or expense (including, without limitation, attorneys' fees) arising out of or in connection with use of the Facilities pursuant to this Agreement, whether or not caused or contributed to by any act or omission (negligent or otherwise) of the Association, its agents or employees. **If alcohol is to be served by Member, Member shall monitor consumption by guests and prevent guests who are intoxicated from driving.**

**Obligations Joint and Several.** If Member consists of more than one person, the obligations of each such person shall be joint and several.

**Attorneys' Fees.** In the event of any litigation or arbitration concerning this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and court or arbitration costs, at trial, on appeal and on any petition for review.

**Rights Personal.** The rights granted to Member under this Agreement are personal to Member and may not be assigned by Member.