

# Arbor Creek Picnic Pavilion Reservation Request Form

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Reservation Date: \_\_\_\_\_

Time From: \_\_\_\_\_

To: \_\_\_\_\_

**Return this form to: CAS Inc. 207 W Millbrook Rd Raleigh, NC 27609 or email to jim@casnc.com**

## Terms and provisions of Agreement:

1. The Arbor Creek Pavilion is available for reservation by Arbor Creek residents between the hours of 9:00 AM and Dusk.
2. Reservations must be made at least 48 hours in advance. Reservations will not be accepted more than 3 months in advance
3. All Arbor Creek Residents signing this agreement as hosts of a private party must always be present at the event including set-up and clean-up
4. Reservations only include the pavilion and adjacent grills, not the playground or other surrounding areas. Residents and their guests are always welcome at the playground.
5. The use of bounce houses, inflatables, or other devices on HOA property for a private event is strictly prohibited.
6. After use of the pavilion, residents are to leave the space better than they found it.
  - a. Trash must be emptied and deposited in Town of Holly Springs Bins- please bring your own trash bag or replace bag in pavilion trash can
  - b. Please recycle and place in appropriate bin
  - c. Grill must be fully cool, and coals emptied
  - d. Clean tables and grounds
7. The host is responsible for the alcohol consumption of all guests and for compliance with alcoholic beverages laws and regulations. The host expressly assumes all social host liability which may arise out of or relate to the use of the occupancy of the picnic pavilion.
8. The host is responsible for the conduct of all guests. The host expressly assumes liability for all damage to the picnic pavilion, its fixtures and furniture, or to the related common areas, which arises out of or relates the use of the occupancy of the picnic pavilion.
9. The Host expressly agrees and covenants to release, indemnify and hold harmless Arbor Creek Homeowners Association Inc and CAS, Inc, and their respective officers, directors, agents, employees, independent contractors and volunteers (the "Released Parties") from any and all harm, damages, claims, fines, suits, demands, actions or other liability, including without limitation personal injury, death, or property loss of any person, and including costs and expenses of any kind or nature whatsoever including without limitation attorney fees, which arises out of, relates to or results from the use or occupancy of the picnic pavilion and related common areas.

I/We the undersigned residents of Arbor Creek, understand and agree to the terms and provisions above.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# Arbor Creek Homeowners Association Waiver & Release

*Note: This form must be completed and submitted with the Rental Request Form*

Lessee shall indemnify and hold harmless Lessor against any and all claims, demands, causes of action, suits, judgements (specifically including but not limited to claims, etc. relating in any way to, or arising from the lessee's use or serving of alcoholic beverages during the use and occupancy of the premises) including expenses incurred in connection with such matters, for deaths or injuries to persons or for loss of, or damage to property arising out of, or in connection with the use and occupancy of the premises by lessee, lessee' agents, employees or invitees. The Arbor Creek HOA Board of Directors may use video as evidence if property is damaged or entered illegally.

Entering the facility is at your own risk. The HOA, nor its Management Company can be responsible for preventing the spread of germs throughout the facility, including related to COVID-19. The facilities are open to use AT YOUR OWN RISK. The HOA cannot guarantee the premises are sanitized to a degree that would prevent the spread of COVID-19. By entering, you take responsibility for your own protection and for disinfecting your hands and anything you touch in the pool and bathroom areas.

If you or anyone else in your party is exhibiting any of these symptoms, please do not enter the facility:

- Dry cough
- Fever
- Tiredness
- Shortness of Breath
- Or have had a positive COVID-19 test in the last 28 days
- Or have had exposure to a COVID-19 positive patient

I/We the undersigned residents of Arbor Creek, understand and agree to the terms and provisions above.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_