



Owner Reservation Agreement
Tupelo Bay Community Services Association

COMMUNITY POOLS & CLUBHOUSE FACILITIES

[7-DAYS' NOTICE REQUIRED FOR PRIVATE PARTY OR SOCIAL EVENTS OF MORE THAN 12 RESIDENTS AND/OR GUESTS]

The undersigned, as an owner of Unit # \_\_\_\_\_, Tupelo Bay Golf Villas condominiums ("Owner"), requests permission to reserve and use the Tupelo Bay (Check as applicable) [ ] Outdoor Pool, [ ] Indoor Pool, and/or [ ] Clubhouse facilities and area for a private party or social event, subject to the rules, regulations and policies of the condominium Association as well as the Community Services Association. Owners may reserve Association amenity areas for no additional charge ONCE PER MONTH as a benefit of ownership in Tupelo Bay Golf Villas I.

The undersigned acknowledges that while the reservation includes the NON-EXCLUSIVE USE of the amenity areas checked above, other Tupelo Bay Golf Villas I and Tupelo Bay CSA members may have the use of the pools, pool deck areas, grilling areas, and or clubhouse facilities during their reserved time. (The Clubhouse fitness center cannot be reserved at any time and is limited to no more than four guests of a party at any one time.) The reservation is only a means of allowing Owner to have more than the regularly allowed TWELVE GUESTS per household as per our Pool Rules and CSA policies. Homeowners will be personally responsible for the conduct of their guests and will be financially responsible for any damage to the pool area caused by them or their guests. A resident must accompany his/her guests at all times.

The undersigned wishes to reserve the Tupelo Bay amenity and/or Clubhouse areas designated above, as follows:
FROM \_\_\_\_\_ AM/PM TO \_\_\_\_\_ AM/PM ON \_\_\_\_\_, 20\_\_\_\_.
PARTY/SOCIAL EVENT CURFEW TIME IS 10:00 P.M.

Rules. The undersigned agrees to abide by the Tupelo Bay Community Services Association rules, regulations and policies for the Pool and Clubhouse and shall not violate any laws of the County, State or Federal governments. The maximum number of residents and/or guests allowed is 35 and it is understood that a Member of the Board of Directors of the Tupelo Bay CSA or a person designated by the Board may inspect the pool area before and after use by the undersigned. The reserved pools, pool deck areas, and Clubhouse facilities must be vacated and cleaned immediately following reserved time. If the pools, decks and/or Clubhouse facilities are not cleaned as required, or if damage has occurred, the undersigned will be charged a non-refundable fee of \$100.00 and may be subject to any additional charges incurred by the Association for clean up or repairs resulting from any damages. Charges for damages and costs shall be sole responsibility of the Owner and shall be added as a special assessment amount of the Unit listed above. Owner, other residents and guests attending the private party or social gathering shall also abide by the following provisions: • No glass is allowed in the pool areas. • Trash or leftovers may not be disposed of in the pool or clubhouse trash cans but disposed of in the community dumpsters or in Owner's individual unit trash container. • No pets allowed in the reserved areas. • Music and/or Entertainment should be kept at unobtrusive levels so as not to disturb other members/tenants in the amenity areas. • No Smoking allowed except in designated areas.

**Alcohol.** Owner agrees that **NO ALCOHOLIC BEVERAGES** of any kind will be served to any minor or intoxicated person. The undersigned agrees to be fully responsible for all accidents or claims that may arise as a result of any accident, injury, or damage to person or property during the time that the undersigned has the pools, decks and/or Clubhouse facilities reserved.

**Hold Harmless and Indemnification.** Owner, and Owner's heirs, successors, guests, family members and assigns, hereby release and shall hold harmless and indemnify the Tupelo Bay Golf Villas I Condominium Owners Association and the Tupelo Bay Community Services Association, their property owners, employees, contractors, agents, affiliates, attorneys, and related entities thereof for all claims, attorney's fees, and other costs or liabilities incurred by or asserted against any of the foregoing as a result of use of the Tupelo Bay pools, pool decks, grilling areas, and/or Clubhouse facilities by Owner, Owner's tenants, guests and invitees. If required by the Board, Owner is required to obtain an insurance rider from their homeowner's insurance for the day of the event. A copy of the insurance rider must be submitted to the Association before the event. Failure to do so will nullify this agreement.

**Condition of Swimming Pool Before and After Event.** The undersigned agrees to leave the Tupelo Bay CSA Community Pools and Clubhouse in a clean and sanitary condition as per this Agreement.

**THIS AGREEMENT** is signed in Garden City Beach, South Carolina and effective as of the Acceptance Date by the CSA shown below.

**TUPELO BAY COMMUNITY  
SERVICES ASSOCIATION ("CSA")**

**OWNER**

By: \_\_\_\_\_  
ITS AUTHORIZED AGENT

ACCEPTANCE DATE: \_\_\_\_\_

\_\_\_\_\_  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
CELL: \_\_\_\_\_  
EMAIL: \_\_\_\_\_