

## Tenant Reservation Agreement Tupelo Bay Community Services Association

## COMMUNITY POOLS & CLUBHOUSE FACILITIES

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

The undersigned, as a tenant in Unit #\_\_\_\_\_, Tupelo Bay Golf Villas condominiums ("Tenant"), 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. Tenant agrees to pay a **\$75<sup>top</sup> FEE** for rental of the designated amenity areas in advance, which fee is non-refundable. The undersigned acknowledges that non-Unit owners may only reserve Association amenity areas **ONCE PER QUARTER**.

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 Tenant to have more than the regularly allowed **TWELVE GUESTS** per household as per our Pool Rules and CSA policies. Tenant 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. **Tenant 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 invitees and guests allowed is **25** 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 Tenant. The reserved pools, pool deck areas, and Clubhouse facilities must be vacated and cleaned immediately following the reserved time. If the pools, decks and/or Clubhouse facilities are not cleaned as required, or if damage has occurred, the undersigned will be subject to any additional charges incurred by the Association for clean up or repairs resulting from any use and damages. Until paid, all charges for damages and costs shall be responsibility of Tenant but shall be added as a special assessment to the Unit which Tenant has rented. Tenant, 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 Tenant'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. **FAILURE TO FOLLOW RULES WILL RESULT IN LOSS OF PRIVILEGES AS DETERMINED BY THE BOARD**.

<u>Alcohol.</u> Tenant 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.

<u>Hold Harmless and Indemnification</u>. Tenant, and Tenant's heirs, successors, guests, invitees, 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 Tenant and Tenant's guests and invitees. If required by the Board, Tenant may be required to obtain an insurance rider from Tenant's renter's insurance policy 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.

<u>Condition of Swimming Pool Before and After Event.</u> 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")

TENANT

By:\_\_\_

ITS AUTHORIZED AGENT

ACCEPTANCE DATE:

| NAME:     |  |  |       |
|-----------|--|--|-------|
| ADDRESS:_ |  |  | <br>_ |

| TELEPHONE: |  |
|------------|--|
| CELL:      |  |
| EMAIL:     |  |