

**ELM PARK COMMUNITY ASSOCIATION
RECREATION FACILITIES RESERVATION FORM AND AGREEMENT**

PLEASE NOTE: Reservations for BBQ area will only be accepted for Fridays through Sundays. Due to the high demand for reservations, it is recommended that this agreement and all deposits/payments be made at least 14 days prior to your event to confirm your reservation. Reservation forms and payments can be mailed to:

Elm Park Community Association
C/o Keystone Pacific Property Management
16775 Von Karman Ste. 100
Irvine, CA 92606

Name: _____ Phone Number: _____
Address: _____ Date Requested: _____

Reservation time (includes time for set up and clean up): From: _____ am/pm To: _____ am/pm

Event Time (guest arrival time to guest departure time): From: _____ am/pm To: _____ am/pm

Times subject to availability

You will be contacted to confirm availability of the requested time slot.

Reservation Fees and Deposit Requirement (*Subject to Change***)**

(Check payable to Elm Park Community Association):

Facility:	Fee	Deposit*
BBQ Area and Picnic Tables	N/A	\$50.00

****Please note BBQ Area Reservations include the one BBQ in the designated BBQ area at the tot lot area. Pool area may not be reserved. All other areas and BBQ's are to be left available for other residents.**

Total Amount Enclosed: _____

Number of Guests (Maximum 25 Guests allowed): _____

Type of function (e.g., birthday party, meeting, etc.): _____

Other items to be used (e.g. bounce house, etc.) _____

Note: Residents who procure a bounce house must name the Association and the management company as additional insured by endorsement to their Owner's policy and the bounce house company's policy. Copies of such endorsements shall be provided to the Association before any bounce house is placed.

Note: Excessive noise and disturbances of others using the facility may result in the loss of facilities privileges and the immediate termination of the party.

*Please read agreement carefully for conditions of reservation.

*The Association does not provide cleaning for your event. Please be sure to clean up after your function!

Cancellations of events, if received in writing seven (7) days prior to the event, will result in a full refund of the reservation deposit and usage fee. Cancellations received less than seven days prior to the event will result in no refund of the reservation fee.

All persons with a reservation must check in at park with a reservation committee member at the designated time on this application, prior to setting up and check out with a reservation committee member, at the designated time on this application, prior to leaving the area. Failure to do so may result not being refunded your deposit.

**RECREATION FACILITIES RESERVATION FORM AND AGREEMENT
(CONTINUED) Page 2**

I, _____ (“Resident”), agree to the following:

Resident hereby waives, releases and discharges Elm Park Community Association (“Association”), its directors, officers, employees and agents for any damage to or loss of any property or injury to or death of any person or persons, resulting from or arising in connection with the use of the Association’s recreation facilities by Resident and Resident’s family and guests.

Resident agrees to indemnify, defend and hold Association, its directors, officers and agents harmless from and against any and all claims, demands or liability for any damage, loss, injury, or death, and any and all costs and expenses incurred by Association in connection with the use of Association’s recreation facilities by Resident and Resident’s family and guests (included but not limited to reasonable attorneys’ fees and court costs). Resident agrees to pay Association in full and promptly upon demand for any and all loss of and damage to Association’s property caused by, or arising out of the use of Association’s recreation facilities by Resident and Resident’s family and guests.

Resident has exclusive use only for facilities in which a non-refundable reservation fee applies for the duration of the reservation. Association will not reserve the facilities for more than one event for a given time; however, Resident acknowledges that the Association is not granting Resident exclusive use of the recreation facilities in which a non-refundable reservation fee does not apply for Resident’s event (i.e., other residents may use the recreation facilities during the Resident’s event). Resident agrees to exercise control over Resident’s guests such that other residents using the facilities are not inconvenienced.

Resident shall submit a reservation fee with this Reservation Form no less than fourteen (14) days prior to the event. Resident accepts that if a reservation is not cancelled within seven (7) days of the event, that a loss of one (1) of the two (2) allotted reservations per year will be forfeited and the reservation fee is non-refundable and thus forfeited. If reservation date is within fifteen (15) days, Resident may reserve facility without loss of one (1) of the two (2) allotted reservations per year. Cancellations should be made in writing and submitted to management. Reservations will not be accepted more than six (6) months in advance of the event date.

Resident shall submit to Association a deposit with this Reservation Form. The deposit will be refunded to Resident within thirty (30) to forty-five (45) days after the event. If damage is caused to the recreation facility, after event clean-up is not completed or the facility is not restored to the manner in which it was presented prior to reservation use, the cost to repair the damage or to conduct the clean up will be deducted from the deposit. Resident will be responsible to reimburse Association for any cost to repair damage or to conduct clean-up in excess of the deposit amount. Violation of any of the Rules and Regulations of Elm Park Community Association may result in the loss of a portion or all of the deposit. If necessary, the Association reserves the right to hold a hearing and thereafter assess an Owner for damage to the common area or non-compliance of the Rules & Regulations.

Resident also agrees to pay all of Association’s attorney fees in the event of a dispute over this Reservation Agreement.

Resident agrees that the recreation facilities will not be used for commercial purposes without the prior written consent of the Association’s Board of Directors. Resident agrees that the recreation facilities will be utilized for Resident’s benefit or for the benefit of an immediate family member of Resident and that Resident will be present at all times during the event.

Signature: _____

Date: _____