

## **Reserving Community Property**

### **(Pavilion, Pool, Tennis Courts or Berg House)**

Augusta Shores Owners Association Members (Owners) in good standing may reserve the pavilion, pool area, tennis courts and Berg House for private parties. To reserve one or more areas an owner needs to contact a member of the Rules/Compliance Committee at least two weeks prior to the requested reservation date. The owner also needs to submit a \$50.00 refundable deposit in the form of a check made payable to Augusta Shores Owners Association.

No reservation is valid without the owner signing a release form and the posting of the dates on the Association internet Calendar. The calendar can be checked for available dates and is accessed on our web site at [www.augustashores.com](http://www.augustashores.com) - click on [Reservations Calendar](#).

The following restrictions and all other posted rules will apply when using the above property.

#### **Pool and Pavilion**

Cannot be reserved on holidays or holiday weekends.

Times are 8:00 am to 11:00 am or 7:00 pm to 10:00 pm.

Limited to a total of fifty (50) people within the pavilion area with no more than twenty (20) people within the pool area at any one time. There must be a least one adult for every four children and no more than twelve children under the age of twelve in the pool area at any given time. Owners will be limited to six (6) non-resident guests in the pool and pavilion area.

Owner must be present AT ALL TIMES.

All areas reserved must be cleaned up afterwards. Report any damage immediately.

#### **Berg House**

Limited to a total of forty (40) people; no more than twenty (20) children under age twelve; if children under age twelve are present, there must be at least one adult for every ten children. Owner must be present AT ALL TIMES.

No wet clothing or towels on furniture or wood floors.

All areas reserved must be cleaned up afterwards.

Report any damage immediately.

Any exception to the above must be approved by the Board of Directors.

Rev. 09//10/2016, effective 01/01/2017

(Reservations Form follows)

## Augusta Shores Reservation Request, Release and Indemnification

Augusta Shores Owners Association, Inc. (the "Association"), is the owner and/or operator of a club house (the "Berg House"), swimming pool/adjacent pavilion (the "Pool/Pavilion") and tennis courts (the "Courts") (collectively, the "Recreational Structures"), serving the Lot Owners of the Augusta Shores Planned Unit Development.

The undersigned Lot Owner (the "Owner"), desires to reserve the Berg House, Courts or Pool/Pavilion to be held for Owner and their guests and invitees on:

Berg House	Date _____	Time _____	or
Pool/Pavilion	Date _____	Time _____	(8-11 am or 7-10 pm)
Courts	Date _____	Time _____	(8-11 am or 7-10 pm)

The Association is willing to allow the Owner to use the Recreational Structures on such date(s) on the following terms and conditions, to which the Owner agrees to be bound:

In the event of any damage to the Recreational Structures or other common areas of the Association the Owner agrees to be responsible for any and all repairs necessary to return the Recreational Structures or other common areas of the Association to its condition prior to the date and time shown above. Further, Owner will pay, upon presentation, any invoice(s) for such repairs. By their signature below, Owner agrees to allow a lien to be filed against their property (at the address shown below), in the amount of any such damages. The Owner will submit a \$50.00 damage deposit in the form of a check made out to "Augusta Shores Owners Association" with this Reservation Request; this deposit will be refunded if there is no damage, but in the event of damage will be used as a credit against any cost to repair.

The Association shall not be liable for any claims or demands of any kind arising out of the Owner's use or occupancy of the Recreational Structures or other common areas of the Association, or for any claims or demands of any kind resulting from loss of life, personal injury and/or damages to property incurred or sustained by the Owner or any of the Owner's guests, invitees, licensees, employees, agents, or contractors, arising directly or indirectly, proximately or remotely, from or out of the Owner's use of the Recreational Structures or other common areas of the Association for the purposes of conducting a party on the above date(s).

Owner agrees to indemnify and forever hold the Association, its directors, officers, members, volunteers, employees, agents, successors and assigns harmless from any and all claims, liabilities, actions, charges or expenses (including attorneys' fees) in connection with the loss of life, personal injury, and/or damage to property arising or alleged to arise directly or indirectly from or out of the occurrence of any event or incident upon or within the Recreational Structures or other common areas of the Association before during and/or after party and while the Owner, or their guests, invitees, employees, agents, and/or contractors are in route to or from the Recreational Structures before, during and/or after the private party to be held by the Owner; and the Owner, on behalf of themselves and or their guests, invitees, employees, agents, and/or contractors has released and does hereby release the Association for its sole negligence and joint negligence for the Owners and the Association directors, officers, members, volunteers, employees, agents, successors and assigns, from and against any and all such claims, actions and/or damages arising directly or indirectly out of Owner's use of the Recreational Structures or other common areas of the Association.

The Association shall not be held responsible for any liability due to or resulting from alcoholic beverages served on the premises.

Owner(s): \_\_\_\_\_

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

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The completed form, with a check for \$50.00 made out to the Augusta Shores Owners Association, should be submitted to a member of the Rules committee at least two week s prior to the date requested.