



CIVANO COMMON AREA RESERVATION FORM

HOA Office

10501 E Seven Generations Way, Suite 109

520-546-3862

This form is required to be completed for all Exclusive Use Events in the Community Rotunda or Community Events in the Community Rotunda, Parks, Pools or Tennis Court.

Print Name Owner/Occupant (please circle one) (Date)

Civano Address: _____
(You must be a recorded Occupant of a Civano property)

Phone Number: _____ Email: _____

Event Title: _____

Purpose of Event: _____

Estimated Number of Attendees: _____ Event Date: _____
(COMMUNITY ROTUNDA MAXIMUM OCCUPANCY IS 251)

Reservation Start Time: _____ Reservation End Time: _____

PLEASE NOTE THAT THE START AND END TIMES INCLUDE SET UP AND CLEAN UP TIME. YOU CANNOT BEGIN SET UP PRIOR TO START TIME INDICATED UNDER ANY CIRCUMSTANCES.

Example: Event is 2-5pm, Reservation is 1-6 pm for setup and cleaning

The use of the Civano Common Areas is subject to the provisions of the Association’s Resolution 15-01, Parks and Facilities Use Policy, and the Amended and Restated Covenants, Conditions and Restrictions for Civano 1: Neighborhood 1 (“CC&Rs”), Article 3. Resolution 15-01 is attached to this packet for your review.

The Association has the right to charge Special Use Fees for the use of the Civano Common Areas [CC&Rs, Section 3.1.1]. The Special Use Fees shall be set by the Association’s Board of Directors from time to time, in its absolute discretion. Special Use Fees are authorized to be collected from the actual users for Exclusive Use Events in the Community Rotunda, so that all costs of operating the Common Areas are not funded fully through Annual Assessments, but rather are borne, at least in part, by the Owners, Occupants and other Persons who use the Community Rotunda for Exclusive Use Events.



Please initial each paragraph to indicate that you have read and acknowledge the Civano Common Area Rules. Your signature on this document indicates your understanding of the Civano Common Area rules and agree to abide by such rules and that you understand that your Use Privileges may be revoked if the rules are not followed by you and/or your guests.

1.0 RESERVATIONS

1.1 _____ Any Exclusive Use Event held in Community Rotunda must be hosted by a Civano 1 Owner or Occupant. The Community Rotunda may be reserved up to six (6) months in advance by an Owner/Occupant for an Exclusive Use Event with required Special Use Fees and security deposit. Reservations for Parks, Pools or Tennis Court may only be made for Community Events. Community Events are not subject to a Special Use Fee or Security Deposit. In all other cases, the use of Parks, Pools or Tennis Court is on a first come, first served basis.

1.2 _____ Owner/Occupant will meet with HOA Manager up to FOUR (4) DAYS PRIOR to intended use of Community Rotunda, Park, Pool or Tennis Court to sign required documentation, and to determine if a Special Use Fee is required. Owner **MUST CALL** (during the hours of 8:30-4:30 pm Monday-Friday) to arrange appointment with HOA Manager at 520-546-3862 so that HOA Manager will have sufficient time to prepare required documentation for the reservation.

1.3 _____ The Community Rotunda key may be picked up at the management office, the week of your reservation and must be returned the next business day following the event. Owner/Occupant **MUST CALL HOA Manager**, during business hours, to arrange appointment to pick up key and review the facility.

2.0 SPECIAL USE FEE

2.1 _____ A non-refundable Special Use Fee will be required at time of reservation for an Exclusive Use Event in the Community Rotunda based on the following criteria.

- An Exclusive Use Event for up to 5 hours use of the Community Rotunda: \$50.00
- An Exclusive Use Event for 5 or more hours use of the Community Rotunda: \$100.00

3.0 REFUNDABLE SECURITY DEPOSIT

3.1 _____ A \$250.00 Refundable Security Deposit will be required at time of reservation for an Exclusive Use Event in the Community Rotunda.

3.2 _____ The Community Rotunda is available for the use and enjoyment of all Civano Owners and Occupants. The undersigned Owner/Occupant acknowledges and accepts responsibility for all damages incurred to the structure, windows, doors, restroom facilities or furnishings which form part of the Community



Rotunda. Furthermore, Owner/Occupant accepts responsibility for all actions by guests, which may cause damage to the facility.

3.3 _____ The Refundable Security Deposit will not be returned until HOA Manager/Representative determines that the Community Rotunda has been satisfactorily cleaned and is free from damage. See the attached list of cleaning requirements. Owner/Occupant will provide his/her own supplies and materials. Any supplies found in the Community Rotunda are not to be used without permission. Storage between restrooms has a mop, broom and a vacuum that are available for use, but all other supplies are not.

3.4 _____ If, at the conclusion of the Exclusive Use Event, the Community Rotunda is found to be in an unsatisfactory condition, all or part of the deposit may be forfeited for cleaning and/or damages. If necessary, a professional cleaning service will be hired to clean Community Rotunda, and the responsible Owner/Occupant will forfeit all or part of the security deposit and will be responsible for any additional costs above the security deposit incurred by the Association for rectifying any damage to the Community Rotunda, including removal of any trash or debris. All costs for cleaning and damages will be listed as Special Use Fees in Owner's records until paid.

3.5 _____ Report immediately to HOA office any damage, cleaning issues, non-functioning items, etc... Please take pictures of facilities before and after use to ensure that facility had been satisfactorily cleaned and there are no damages prior to your scheduled event. You can send this information via email (hoa@civano1.com) If YOU DO NOT REPORT issues and the next event does, you may be liable for the damaged facilities. Owner/Occupant must call HOA Manager to arrange an appointment to pick up Security Deposit.

4.0 ADDITIONAL TERMS AND CONDITIONS

4.1 _____ The Association does not accept credit cards or cash. All checks should be made payable to Civano 1 HOA. Separate checks are required for the Special Use Fee and the Refundable Security Deposit.

4.2 _____ Only assistive animals are allowed in the Community Rotunda. The compliance guidelines issued by the U.S. Department of Housing and Urban Development define "assistive animals" as "animals that serve as a reasonable accommodation for persons with disabilities by assisting those individuals in some identifiable way."

4.3 _____ Sleepovers or overnight events are not allowed in the Community Rotunda.

4.4 _____ No object shall be permanently affixed to any part of Community Rotunda.

4.5 _____ Excessive noise levels and/or complaints from neighbors may cause the Association to deny further reservation requests from the pertinent Owner/Occupant.

4.6 _____ Owners/Occupants acknowledge that they have been made aware of the presence of Video Surveillance in the Community Rotunda.



4.7 _____ Owner/Occupant must secure the Community Rotunda at end of event. LOCKUP ALL DOORS.

4.8 _____ In consideration of and as a condition to the Association’s agreement to permit a reservation of the Community Rotunda, Owner/Occupant agree to forever, waive, release, discharge, release and covenant not to sue the Association, and its officers, directors, members, managers, employees, agents, attorneys, affiliates, volunteers, agents, independent contractors and all others who are involved, and all of their respective heirs, personal representatives, successors and assigns (together, the “Releasees”) and to indemnify and hold the Releasees harmless from any and all present and future claims, demands, injuries, damages, actions, or courses of action, and from all acts of active or passive negligence on the part of the Association or the Releasees that Owner/Occupant or any other person may have or acquire against the Association or the Releasees or that may be made by Owner/Occupant, their: family, estate, heirs, estate or my assigns, on account of bodily injury, mental injury and/or property damage from any mishap, accident, loss, damage or injury suffered by Owner/Occupant or others resulting from, connected with or caused by the use and reservation of the Community Rotunda.

4.9 _____ The Association reserves the right to require event insurance for any Exclusive Use Event Community Rotunda Reservation.

ACKNOWLEDGEMENT AND CONSENT TO ABOVE TERMS AND CONDITIONS:

Owner/Occupant

(Date)