

THE ASSOCIATION OF GREEN TRAILS PHASE II HOMEOWNERS, INC.

POLICY FOR NON-MEMBERS' USE OF PAVILIONS

WHEREAS, the Association of Green Trails Phase II Homeowners, Inc. (the "Association") wishes to adopt a policy for use of the Association's park pavilions by persons ("Non-Members") who are not "Owners" or "Occupants," as such terms are defined in the Association's Declaration of Covenants, Conditions and Restrictions;

The following policy shall govern use of the Association's park pavilions (singly, "Pavilion" and together, the "Pavilions") by Non-Members. The Association's Board of Directors may modify this policy at any time or from time to time.

1. Non-Members may utilize a Pavilion upon (a) completion and submission to the Association's property management company (the "Management Company") of the Release and Indemnification (*Pavilion Reservation for Non-Members*) attached hereto as Exhibit A (the "Reservation Agreement"), (b) payment of the rental fee then in effect, and (c) verification by the Management Company that the requested Pavilion is available on the date and at the time requested.
2. The current rental fee is \$75.00 for each time a Pavilion is used. Such rental fee is not refundable once it is paid, and reservations may not be "held" pending payment of the rental fee. Such rental fee amount may also be modified by the Association's Board of Directors at any time or from time to time (except with respect to existing reservations).
3. The information in the Reservation Agreement shall be fully and accurately completed.
4. The Association reserves the right to remove Non-Members who are using a Pavilion without having satisfied the above conditions.
5. The Association also reserves the right to terminate the Non-Member's right to use the Pavilions or other Facilities in the future due to any breach or violation of this Policy, the Reservation Agreement, or the park rules by any Non-Member Person.

RELEASE AND INDEMNIFICATION
(Pavilion Reservation for Non-Members)

WHEREAS, the Association of Green Trails Phase II Homeowners, Inc. (the "Association"), is the owner of various park pavilions, and the undersigned person ("Non-Member") wishes to reserve the Association pavilion specified below (the "Pavilion"), on the date and at the times indicated, for use by Non-Member and other persons in connection with a function (the "Function"); and

WHEREAS, the Association is willing to allow Non-Member to use the Pavilion for the Function, but only upon the following terms and conditions:

1. In the event of any damage to the Pavilion or any other Association property in connection with the Function, the Non-Member will be responsible for any and all repairs necessary to return the Pavilion or such other property to its condition prior to the Function. If any trash resulting from the Function will not fit in the existing receptacles, it must be removed. A clean-up fee will be assessed for any trash that is left behind. Non-Member will promptly pay any invoice(s) for repairs or clean-up. If any such invoice(s) are not promptly paid (or Non-Member otherwise fails to comply with this document), the Association shall be entitled to deny Non-Member the use of any or all Association facilities, as well as to exercise any and all legal or equitable rights that it may have.

2. The Pavilion and other Association property are provided on an "AS-IS" basis. The Association and its directors, officers, committee members and other volunteers, agents, and contractors (collectively, "Association Persons") shall not be liable for any claims or demands of any kind arising out of the Non-Member's use or occupancy of the Pavilion or any other Association property in connection with the Function, whether for personal injury and/or property damage, whether by Non-Member or any of Non-Member's guests, invitees, agents, or contractors, except to the extent that such personal injury and/or property damage arises from the negligence of the Association or any of its agent or contractors.

3. Non-Member agrees to release, and indemnify and hold harmless, the Association Persons from any and all claims, liabilities, actions, charges or expenses (including attorneys' fees) due to personal injury and/or property damage arising (or alleged to arise), directly or indirectly, from or in connection with the Function, except to the extent that such personal injury and/or property damage arises from the negligence of the Association or any of its agent or contractors.

4. **Fireworks, alcoholic beverages and cooking equipment are not allowed at the Function.** The Association shall not be held responsible for any liability whatsoever resulting from (a) fireworks being used at the Function, (b) alcoholic beverages being served at or in connection with the Function, or (c) any cooking or other non-Association equipment (e.g. inflatables) that is used in connection with the Function.

5. Lifeguard fees are to be the direct responsibility of the Non-Member, and arrangements for lifeguards are to be made directly by Non-Member with the Association's pool contractor.

6. Function details (*fill in all items*): Pavilion at _____ Park/Pool

Date: _____ // Times: _____ to _____ // Inflatable to be used? Yes ___ No ___

Any other equipment to be used _____

I hereby agree to the above terms and conditions:

Name: _____ Signature: _____

Address: _____

Cell Phone No.: _____ Office or Home Phone No.: _____

Date: _____