

# Colony Monterey Unit 6

## Ramada Use Request Agreement

1. This agreement reserves the use of the Ramada for a private event hosted by the undersigned, an adult unit owner in good standing. The undersigned agrees to be always present during the event. The Ramada must be cleaned and vacated before 10:00 pm.
2. The Ramada security deposit is **\$175.00** (refundable after the event) in the form of check or money order payable to Colony Monterey Unit 6 and must accompany this signed agreement. The agreement must be signed and the deposit submitted no later than 14 days and no more than 90 days prior to the event. The undersigned is responsible for meeting with the Colony Monterey Unit 6 agent at the appointed time for an initial inspection of the Ramada and for a final inspection after the event.
3. The undersigned shall indemnify, save, and hold harmless the Association, its agents, officers, directors, members and each of them individually and in their representative capacities from all loss, damage or injury including, but without limiting the foregoing: all claims, judgements, liens, liabilities, suit actions, debts and obligations in connection with or arising out of use of the Ramada and all activities conducted thereon, and hereby release all claims from all damages for personal injury or property damage which may result from his or her use of the Ramada.
4. The undersigned hereby acknowledges that he or she is aware of the risks associated with the use of the Ramada and activities conducted thereon, including risk of property damage and personal injury to the undersigned and his or her guests, and the undersigned has fully assumed such risks. The undersigned is responsible personally and financially for his or her own actions and the actions of all guests.
- 5. If the Ramada is not returned in a clean condition in full compliance with the Clean-Up regulations the Association may have the Ramada professionally cleaned and repaired, and the cost thereof shall be charged to the undersigned. The amount of all cleaning or repair charges, sustained or due and owing to the Association shall be deducted from the **\$175** security deposit and if charges are due and owing and damages have been sustained more than the security deposit, the undersigned shall reimburse the Association within 10 day of notice thereof.**

6. In the event alcohol is being served at the party, the undersigned specifically agrees to follow and to enforce the following restrictions:

A. No admission charges, fees, tuition, donations or other charges have been or will be paid by the undersigned or charged or collected from any person attending the event. All sales and/or commercial activity of every kind and description are prohibited.

B. Alcoholic beverages may not be sold or purchased, or otherwise transferred in exchange for value, on the premises.

C. Alcohol may not be served to guests who are under 21 years of age. All alcohol consumed is the property of the persons using the Ramada for their personal use and the personal use of their family and guests. **No glass items may be used outside of the Ramada or near the pool area or left in the recycle bin.**

7. All rules regarding pool use (posted on the wall) and absolute restrictions of all animals must be complied with. The reservation itself does not include the pool for restricted private use.

8. The undersigned, by signing below, certifies that he or she is authorized to enter this agreement, and that he or she has read and has understood the provisions of this Exculpatory Agreement, Indemnification, and Hold Harmless Agreement and has freely entered it for his or her own purposes.

Date of Event: \_\_\_\_\_

From Time: \_\_\_\_\_ To \_\_\_\_\_ (Not past 10pm)

Name: \_\_\_\_\_ (Must be a resident)

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

Type of Event: \_\_\_\_\_ Number of attendees: \_\_\_\_\_

## Ramada Use Rules

Will you be using?

Ramada Only Y/N

Pool Y/N

Catering Y/N

Bathroom facilities Y/N

Music Y/N

Parking Y/N

- **Please make sure all areas used are cleaned to ensure the return of your full deposit.**
  - **Clean up includes sweeping the floor and returning tables and chairs to original set up.**
  - **All trash and empty glass** must be taken home at the end of the event.
- **If using the pool area, close all umbrellas, return furniture to original set up and close bathroom doors.**
- **No Pets are allowed.**
- **No glass is permitted beyond the Ramada.**
- **Gates must always be kept closed.**
- **No smoking in the Ramada or pool area.**
- **Posted Pool Rules must be complied with throughout the event.**
- **Colony Monterey Unit 6 reserves the right to deny the request to anyone at any time.**

I, the undersigned, have received a copy of this agreement:

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Check #

\_\_\_\_\_  
Board Member Signature

\_\_\_\_\_  
Date