

# Pool and Cabana Use Agreement

Date and Times of Cabana Use: \_\_\_\_\_

***Please initial each paragraph and fill in the blanks where necessary.***

\_\_\_\_\_ The cabana will be utilized solely for the purpose of a private party. No selling or other business activities are permitted on the premises. The private party cannot last more than 2 hours.

\_\_\_\_\_ I agree that neither I nor my guests will utilize the cabana for any purpose or undertake any activity which might be construed as in violation of city, state and/or federal laws and ordinances.

\_\_\_\_\_ I am an owner/tenant at \_\_\_\_\_ and will be in attendance at all times during the function for which the cabana has been reserved and I agree to be responsible for the actions of my tenant(s), guests or invitees.

\_\_\_\_\_ I agree to bear sole and complete responsibility for any personal injuries sustained by myself or my guests and shall hold the Homeowners Association harmless from any claim(s) which may arise out of the agreement.

\_\_\_\_\_ I agree that the Homeowners' Association will not bear responsibility for any lost, damaged or stolen personal articles.

\_\_\_\_\_ All party equipment must be removed from the cabana within 30 minutes after the party's end.

\_\_\_\_\_ The cabana must be thoroughly cleaned and restored to an orderly condition within 30 minutes after the party ends.

\_\_\_\_\_ The pool, pool area, and areas surrounding the cabana cannot be reserved exclusively by any resident. If the pool area is used by a resident while the party is in the cabana, it is that resident's responsibility to clean up around the pool and leave it in good order. The damage deposit will be forfeited if this rule is violated.

\_\_\_\_\_ I will instruct my guests to park in accordance with the parking policy.

\_\_\_\_\_ All furniture must be put back in the order in which it was found. In addition, all lights, ceiling fans, etc. must be returned to settings at which they were found. The grill must be clean and shut off.

The Association requires a \$100.00 deposit that is refundable at the sole discretion of the Board of Directors and managing agent. The damage deposit does not limit the liability of any damages, claims or losses which may arise out of this agreement.

\_\_\_\_\_ There is a \$65.00 non-refundable cleaning fee for each cabana use.

\_\_\_\_\_ No smoking is allowed in the cabana.

\_\_\_\_\_ No decorations are to be tacked or taped to any wall or door surfaces.

I have read this agreement in its entirety and understand that a violation of any of the above will result in the forfeiture of the entire \$100.00 damage deposit.

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Date

Please make both checks payable to **Lakeshore Village Homeowners Association**