

## **OAKWOODS PARK PAVILLION RESERVATION AGREEMENT**

Oakwoods Homeowners Association of Bloomington, Inc (Oakwoods) hereby allows reserved usage of the Park Pavilion for \_\_\_\_\_ (Resident) on the date \_\_\_\_\_ for the following times \_\_\_\_\_.

Resident is allowed exclusive use of the Park Pavilion during the reserved timeframe. In the event electricity is needed, Resident must give Oakwoods 24 hours advance notice so the electrical service can be made available to Resident.

Reservation does not include exclusive use of the playground equipment or basketball court. Other residents will still have full access to the playground equipment and basketball court during the reserved timeframe.

The pavilion is reserved on an as-is where-is basis. Oakwoods provides no warranty to the Resident on the pavilion.

Resident is permitted to bring additional tables/chairs to the pavilion and Resident is also permitted to have food at the pavilion. Resident agrees there will be no alcohol consumption allowed in the pavilion or on Oakwoods property.

Oakwoods will inspect the pavilion prior to the reservation to observe condition of the pavilion. Resident is responsible for leaving the pavilion in the condition it was when the reservation started. Resident is responsible for bringing their own trash bags and/or trash cans as well as removing all trash from the pavilion and it must be disposed of in the Resident's own trash can. There is no trash service at the pavilion. Resident and Oakwoods agree to document any damage noticed on the pavilion prior to the reservation. Existing damages will be documented in Exhibit A to this Agreement.

If the resident intends to have a bounce house or any similar item, Resident must provide Oakwoods proof of insurance that the resident is covered with \$1 million liability limits in the event of injury to persons using such item. Proof of insurance must be provided no less than 7 days prior to the reservation and a letter on insurance company letterhead advising of the coverage for the event.

Oakwoods does not provide parking for the pavilion. It is the Residents responsibility to ensure guests have places to park. If Resident or guests of Resident damage property of a homeowner, Resident is fully responsible for ensuring damaged property is returned to the state it was prior to the damage. Oakwoods has no liability for damages caused to homeowner property. If a homeowner comes to Oakwoods regarding damage to property. Resident agrees that Oakwoods will provide that homeowner with the contact information of the Resident to resolve the property damage claim.

Resident agrees to hold Oakwoods fully harmless for any harm caused to third parties as a result of negligence by the Resident or guests of the resident during the reserved timeframe.

In no event whatsoever, shall Oakwoods be responsible to Resident or any party for any damages of any kind whatsoever.

Resident agrees to pay a fully refundable fee of \$100 for this reservation. This fee will be held by Oakwoods and will be returned to Resident within 72 hours after the reservation once Oakwoods confirmed there was no damage to the pavilion and no trash left behind. In the event trash is left behind, Oakwoods will remove the trash from the pavilion and the deposit will not be returned. In the event of damage to the pavilion, Resident agrees to reimburse Oakwoods for the actual expenses incurred to repair the damage. Oakwoods will provide Resident with itemized receipts for the repairs and Resident is responsible to reimburse Oakwoods within 30 days. Failure to pay for damages to the pavilion will result in a lien being placed on the property until damages are paid in full.

This Agreement is the sole and exclusive Agreement between Oakwoods and Resident for the reservation of the pavilion and shall be binding to both parties.

**Resident**

**Oakwoods**

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Signature

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Signature

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Printed or Typed Name

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Printed or Typed Name

## **EXHIBIT A**

Damages noted to Pavilion include the following: