

For Office Use ONLY

Use Fee Check # _____ Date Received/Posted: _____ / _____ Event Date: _____

Deposit Check # _____ Date Received/Refunded: _____ / _____ Key/CARD # _____

**CAMINO BANDERA HOA, INC.
FACILITY RESERVATION FORM-- POOL**

Event Date: _____ Event Time: _____

Homeowners Name: _____

Property Address: _____

Email*: _____ Phone: _____

Type of Event: _____ Guests (25 guests): _____

RESERVATION CRITERIA

Please read before Proceeding: The Owner of Record must be in good standing with assessments and violations, in accordance with state law, to use/reserve/lease the Association's amenity facility. Notice to Tenants: Because each Owner of Record is responsible for their Tenant(s), DAMC requires the Owner's authorization in writing or via email allowing their Tenant(s) to use/reserve/lease the Association's facility. The Resident must show Photo ID and proof of residency reflecting their name and address at the Association.

Two weeks advance notice required. Facility is reserved on a first-come, first-serve basis. No reservation is final until all criteria are met and DAMC has received this executed form, and applicable security deposit and use fee made payable to the Association via separate checks/money orders. Cash is not accepted. Facility cannot be rented during Association-sponsored events or Board/Annual/Special Meetings held at the Facility; nor can the Facility be used for commercial/sales- related type functions. The Association and DAMC reserve the right to cancel any reserved/scheduled owner/resident function at any time, for any reason.

RESERVATION INFORMATION

- **Rentable Facility:** Non-Exclusive use of pool (8321 Blackcastle), includes use of covered patio as well as the picnic table and barbecue grill under the tree.
(Reservation does not include Sports Court use.)
- **Rentable Period:** 6 AM – 10 PM, Sunday thru Saturday. **No rentals during community swim meet practices and events.**
- **Security Deposit:** \$75.00
- **Usage Fee:** N/A
- **Guest Limit:** 25
- **Lifeguards:** There is no lifeguard on duty; this is a swim-at-your-own-risk facility risk facility. Adhere to all posted rules.
- **Access:** Residents must use their own access card.
- **Stipulations:** Reservation does not include Sports Court use. Moon bounces and bounce houses are NOT allowed. Anyone delivering party supplies, etc. must be insured.

LESSEE'S ACKNOWLEDGMENT & INDEMNIFICATION AGREEMENT

Lessee's Acknowledgment of Stipulations and Responsibility, and Indemnification Agreement: This agreement is made between CAMINO BANDERA Homeowners Association, Inc. (hereinafter referred to as "the association") and the owner/tenant resident (hereinafter referred to as "lessee") named herein. For and in consideration of the permission of the Association for the

Lessee to use the association's property (the Facility), Lessee acknowledges and agrees to read, understand and fully comply with the entire rental stipulations and criteria stated herein as well as the rules and regulations governing use of the facility, and

Lessee acknowledges that Lessee's family members and guests must also comply. Lessee agrees to assume full responsibility for the actions of self and all family members/guests.

Lessee acknowledges and agrees to RELEASE, INDEMNIFY and HOLD HARMLESS the Association and DAMC and each of their agents, employees, directors, officers, contractors, and members from any and all liability of any nature or kind including death, costs, claims, damages and suits which may occur as a result of the Lessee, Lessee's family and/or guests using the Facility. This includes but is not limited to falls, slipping, accidental drowning (if there is a pool or spa/hot tub at the Facility) or any other incidents, loss of personal property, injuries or death arising from or connected with the use of the Facility even if caused in whole or in part by the negligence of the Association, DAMC, or any of their directors, members, officers, agents, employees, contractors, licensees or volunteers. Lessee acknowledges that there is no lifeguard on duty and that this is a swim-at-your-own-risk facility.

Additionally, Lessee acknowledges, accepts and agrees to comply with all of the following: This reservation is for a party in the Facility and does not include use of any other facilities unless otherwise noted herein. The guest limit of 25 will not be exceeded. Your reservation at the facility is for NON-EXCLUSIVE use; therefore, other residents are NOT limited or restricted from using the facility/pool during your reservation period. Lessee must be present during the entire function and the clean-up period. Lessee must ensure that all guests park in the appropriate parking spaces otherwise vehicles will be towed at owner's expense. Lessee must remove and properly dispose of all trash from the Facility area(s) and receptacles immediately following the function. Further, Lessee must clean and restore the Facility and appurtenant areas (including

furniture, fixtures or appliances as applicable) to their proper condition and setup. Lessee must ensure interior/exterior doors at/into/within the Facility are properly secured after use and locked if applicable and any alarm codes set (if applicable) upon termination and cleanup after the function.

Lessee acknowledges that the Security Deposit will only be refunded after the Facility has been inspected by the Association/DAMC and it has been determined that there are no damages, missing items or rules infractions and that the Facility has been properly cleaned and restored to an acceptable condition, including return of the Association's facility key, if applicable. Should Lessee's security deposit be forfeited, Lessee agrees to immediately pay for and/or reimburse the Association for any cleaning/repair/replacement

Homeowners Signature: _____ **Date:** _____

Printed Name: _____

DAMC Representative: _____ **Date:** _____