



Homeowners Association of Eagle Creek, Inc.
10180 Eagle Creek Center Blvd.
Orlando, Florida 32832

Pavilion Reservation Form

Resident Name: _____

Property Address: _____

Event Date: _____ Event Type: _____

Event Start Time: _____ # of Hours: _____

Owner: Tenant: Lease Expiration Date: _____

Email Address: _____ Phone #: _____

Consumption and/or possession of alcohol drinks or beverages in the facility is prohibited. Failure to comply will result on total forfeit of your Deposit.

All vendors providing a service at the event must submit proof of insurance. The Certificate of Liability Insurance (COI) must list the following under "Certificate Holder":

- Homeowners Association of Eagle Creek
Eagle Creek Development Corporation
10180 Eagle Creek Center Blvd.
Orlando, FL 32832

Insurance Agent/Carrier: _____ Phone Number: _____

*** Reservation request must be submitted along with all supporting documentations and payments. Incomplete requests will not be placed on hold or approved. * Reservation maximum advance notice is 90 days. Minimum noticed required for reservations is 15 days from event date.**

of Guests (estimate): _____ # of non-Resident guests (estimate): _____ # of Vehicles Expected (estimate): _____

If any scheduled use of the Recreation Facility by a Member will result in more than 50% of the parking spaces containing within the Recreation Center Lot (40 parking spaces) by non-resident guests, the Resident may be required by the Association to contract a parking shuttle service through the Association's pre-approved vendors and arrange for off-site parking for their guests, at their own cost. The Resident and their guests assume the risk of off-site parking and will hold harmless the Released Parties from any claim related hereto.

Will there be music: Yes ___ No ___ If Yes: Band ___ DJ ___ Digital Music Player ___ Other ___

Will there be food served: Yes ___ No ___

If Yes, provide name and phone number: _____



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Conditions of Use:

1. The use and reservation of the Pavilion is first come first basis and at your own risk.
- 2.

The HOA must receive a signed WAIVER OF LIABILITY, INDEMNITY AND HOLD HARMLESS AGREEMENT from the Eagle Creek Resident making the reservation. Said WAIVER OF LIABILITY, INDEMNITY AND HOLD HARMLESS AGREEMENT will apply to all event attendees.

3. The Pavilion is for Reservations ONLY. Reservations can only be day for the full day (9 a.m. to 10 p.m.). Time must include set up and clean up. Deposits and fees apply for all reservations as described in this form.
4. In case of an emergency, injury or incident occurs at the Recreation Facilities, please call 911.
5. Clean up policy: at the conclusion of the scheduled event, the Resident shall clean the reserved facility in the following manner:
 - a. Dispose of all trash, decorations and food items into the proper receptacles. The dumpster is located near the tennis courts.
 - b. Clean floors of all debris, including spilled drinks and food. Area must be left in broom clean condition.
 - c. Replace all trash bin liners provided.
 - d. Pick up any function trash and debris.
6. The Pavilion is for Residents and the invited guests use only. It is the resident's responsibility to supervise their guests at all times. Resident will be held responsible for the conduct of their guests.
7. Music can be played at a low level as to not disturb the surrounding residences and other common area users. Music can be played only during an approved event through the Association. Resident must follow the guidelines for playing music in the Recreation Facilities.
8. Large inflatable items (moonwalks, slides, etc.) are not allowed.
9. When decorating for event, no tracks or nails are allowed. It is preferred that painter's tape is used to incur less damage to walls and preserve the paint. After the event, all tapes, marks on the walls, and decorations must be removed from the area during clean up. Any damage to the walls or paint will result in the Resident paying the Association the repair or repaint cost. Failure to honor the obligation to pay the set forth expenses will result in disqualification of the Resident of the future use or reservations of the Recreation Facilities.



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10. If during the event the Resident notices any maintenance issues, then the Resident must report the issue to the Association Management Office immediately. Failure to do so will deem the Resident responsible to correct the issue.
11. All other general Rules and Regulations apply and must be followed. Additionally, any signage specific to the area of use must also be followed.
12. If additional tables and chairs will be rented for the event, they must be picked up at the end of the event time. Storage of rental items or decorations will not be allowed at any time.
13. Pavilion cannot be rented on the following days: 1st of January - New Year's Day, Memorial Day, Independence Day, 4th of July - Labor Day, Thanksgiving Day, The day after Thanksgiving, 24th of December - Christmas Eve, 25th of December - Christmas Day, 31st of December - New Year's Eve.
14. All Fees and Deposits must be payable to the Homeowner Association of Eagle Creek. The only forms of payment currently accepted are Check, Cashier's Check or Money Order. Usage Fees can be combined in one check, deposit fee checks must be brought separately.
15. The HOA conducts regular cleaning of the Amenity areas but makes no claims of additional sanitation or protection from COVID-19 or other dangers. The HOA reserves the right to close the Amenities if it, in its sole discretion, observes that the guidelines are not being followed
16. **CANCELLATION AND REFUNDS:**
In the unfortunate event Resident should have to cancel the reservation less than 72 hours from the event date, the Cleaning Fee, and Deposit Fee (if applicable) are refundable. **Please be aware that the Rental (Usage) Fee paid are non-refundable.**



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- The undersigned agrees on behalf of itself and its guests and invitees that the Association shall in no way be liable for any property damage, personal injury or death that may occur to any person while engaged in, connected with, or in attendance at the facility during Resident's use thereof.
- By signing this document, I acknowledge that I have voluntarily chosen to use the Recreation Facilities and participated in any activities related thereof, I assume all risks on my behalf and on behalf of my Consent Given Members, Junior Members, Children, Caregivers and my Guests (collectively the "related Parties") in their and my use of the Recreation Facilities, and on behalf and myself and my Related Parties and their respective heirs, beneficiaries, dependents and personal representatives, I hereby release, indemnify and agree to hold harmless the Association, any buildings within Eagle Creek any management company retained by the Association or the Declarant and all the directors shareholders, members, board members, employees, staff, agents, and assigns of all the foregoing (collectively the "Released Parties").
- I understand and acknowledge that the Released Parties assume no liability of any kind whatsoever in connection with the use of the Recreation Facilities and they shall not be responsible for any damages which I or any party on whose behalf I have executed this document, which may result from such use, whether or not incidental or consequential of said use. The Recreation Facilities are being provided without any guarantee or warranty, including any warranty regarding merchantability or fitness for a particular purpose.
- In any case where there will be a deduction taken from the Security Deposit or additional costs or expenses charged to the account of the Resident (or the homeowner in cases where the Resident is a Tenant), the management company will contact the Resident via email and provide an explanation which shall include, but not limited to: an amount(s), reason(s) and/or item(s) and/or infraction(s), at least ten days prior to returning any funds. The Resident shall have three (3) days to respond. No response from the Resident within the allowed time shall constitute agreement with the deductions. In cases of a response, the Association may or may not make an adjustment. All decisions regarding such adjustments or making no adjustment shall be at the sole discretion of the Association. Such charges will be treated as an individual Special Assessment to the Owner, as defined in the Declaration. It is the responsibility of the Owner to obtain reimbursement from their tenant when this is applicable.
- The undersigned further agrees that undersigned shall be solely responsible for the conduct of itself and those associated with it, including any spectators and that the undersigned hereby acknowledges and agrees to strictly adhere to and abide by the rules and policies duly established by the Association regarding the use of the Recreation Facilities, a copy of which the undersigned hereby acknowledges receipt. The undersigned hereby agrees and acknowledges that any failure to adhere and obey the rules and policies set forth shall be adequate reason to deny any further use, including canceling any unused portion of any current reservation.



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- If I or any Related Parties causes any damage to the Recreation Facilities, I acknowledge that the Resident/Owner is jointly and severally liable with the person causing such damages. The Association including attorney's fees and costs, and such expense shall be treated as an individual Special Assessment (as defined in the Declaration), such to and collectible via lien rights.
- **Resident is responsible to add each guest to their ISN Resident Guest List. Persons who are not on the Resident's guest list will not be granted access to the Community.**

I, We, (circle We if husband an wife) as Resident, hereby acknowledge I have received a copy of the Homeowners Association of Eagle Creek Board of Directors Policies and Procedures for Eagle Creek Recreation Center Meeting Rooms and Pavilion Use and I, We (circle one) understand them and agree to them and abide by them in total.

Signature of Resident _____ Date _____



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Room Rental Fees			
Venue		Charge ¹	Deposit Fee (Refundable) ²
Small Meeting Room	Weekend Rate ⁴	\$280	\$300
	Weekday Rate ⁵	\$175	\$300
Large Meeting Room	Weekend Rate ⁴	\$400	\$300
	Weekday Rate ⁵	\$250	\$300
Recreation Center Pavilion**	n/a	\$240	\$300
Cleaning Fee ³		\$50	n/a

¹ Catering Prep Kitchen Area is included as part of the Small and Large Room Reservations.

² Deposit Fee is refundable. 48 hours after the event's date deposit payment will be available for pick up at the Office.

³ Due to the pandemic, cleaning fee is mandatory. **Not Applicable to Pavilion Rental**

⁴ Weekend Rate days and times are: Saturdays & Sundays from 9:00am to 10:00pm

⁵ Weekday Rate days and times are: Tuesdays, Wednesdays, Thursdays & Fridays from 7:00pm to 10:00pm

The Board of Directors reserves the right to amend these fees as needed with or without cause.

FOR OFFICE USE ONLY:

Small Room

Large Room

Pavilion

Reservation Date: _____ Day of the Week: _____

Type of Reservation: Weekend Weekday

Usage Fee: Amount Paid: _____ Date: _____ Check/ MO Number: _____

Cleaning Fee: Amount Paid: _____ Date: _____ Check/ MO Number: _____

Deposit Fee: Amount Paid: _____ Date: _____ Check/ MO Number: _____

Insurance Carriers: _____

Other Fees: _____

Additional remarks: _____



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Business Purposes Appendix*

No member (resident) may use the Recreation Facilities for any public or private club, society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of the Association, which consent may be withheld for any reason.

Any person, group or otherwise that may be covered by the paragraph above that desires to use the Recreation Facilities must register with the Association. The Association reserves the right to require the use of a specific location in the Recreation Facilities and/or a fee for use of the facilities, and to promulgate rules and regulations as necessary related to the to business activity in the Recreation Facilities.

Activities are intended as a means of program preservation and an opportunity to showcase club talents. There is no intent to provide a forum where individuals might foster a business operation in Association facilities, or otherwise use the Recreation Facilities for personal monetary gain, even if charitable or not for profit motivations. Any business wishing to use our facilities will be terminated on a case by case basis.

* Section 5.4 (Business Purposes) of the *Homeowners Association of Eagle Creek Policy Handbook*.



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WAIVER OF LIABILITY, INDEMNITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to be allowed to use the swimming pool(s), pool areas, including the surrounding patios, outdoor tables and grills, fitness facilities, playgrounds and other common area amenities (hereinafter referred to as the "Amenities"), owned and/or managed by the Homeowners Association of Eagle Creek, Inc. (hereinafter referred to as the "Association"), in accordance with the Operating Plan referenced below, I, on behalf of myself and my minor children, as well as, for any minor children for whom I have the capacity to contract (hereinafter all such children shall collectively be referred to as "My Children"), hereby acknowledge and agree to the following:

- I. I understand the hazards of the coronavirus (hereinafter referred to as "COVID-19") and am familiar with, accept and agree to abide by:
 - i. the guidelines published by the Centers for Disease Control and Prevention, as well as, those published by the State of Florida and any applicable local government (hereinafter collectively referred to as the "Governmental Guidelines");
 - ii. the Operating Plan, guidelines and restrictions (hereinafter collectively referred to as the "Restrictions") established by the Association for the operation and use of the Amenities and the participation of individuals, including me, My Children and any of my guests (hereinafter referred to as "My Guests") that the Association may hereafter elect to allow to use the Amenities or participate in activities (hereinafter referred to as the "Activities") on such Amenities. The above referenced Governmental Guidelines and Restrictions shall hereinafter be referred to as the "Operating Plan".

I acknowledge that My Guests are not initially allowed to use the Amenities and/or participate in the Activities. I further acknowledge and understand that that the circumstances and Governmental Guidelines regarding COVID-19 are changing from day to day and I accept full responsibility for familiarizing myself with the most recent updates and taking any and all precautions necessary to protect and ensure my personal safety and that of My Children and My Guests. I further acknowledge and agree that, in allowing the opening of the Amenities, the use of the Amenities and/or the participation in the Activities, the Association, its Board of Directors, its officers, its managers and its employees have not and do not warrant that any steps any of them have taken or hereafter may take to post signage, promote capacity limitations, social distancing, sanitation, disinfection and/or other measures they implement necessarily meet all applicable Governmental Guidelines that may be in effect from time to time or that whatever measures all or any of them may take:

- i. will reduce the likelihood of or prevent the transmission of COVID-19, other viruses and/or other communicable diseases to participants in the Activities;
- ii. will reduce any other dangers to participants in the Activities; and/or
- iii. will reduce the likelihood or risk of harm to participants in the Activities.

2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to use the Amenities and participate in the Activities, as well as, authorize and choose to permit My Children and My Guests to use the Amenities and participate in the Activities.

3. I understand that accidents or illness can occur while using the Amenities and/or participating in the Activities and that such might result not only from my, My Children's and/or My Guests' actions, inactions, or negligence, but the actions, inactions, or negligence of others, or the conditions of the Amenities or of any equipment used. Further, I understand that there may be other risks not known to me or not reasonably foreseeable at this time. I agree and state that I, My Children and My Guests are fully capable of properly and safely using the Amenities and participating in such Activities. I, My Children and

My Guests are in excellent health, and I, My Children and My Guests are fully capable of understanding and handling the hazards and conditions associated with the use of the Amenities, the Activities and all related functions.

4. I acknowledge and fully assume the risk of illness or death related to and/or resulting from COVID-19 and my, My Children and My Guests being present at any of the Amenities and participating in the Activities and hereby RELEASE, WAIVE, AND DISCHARGE, on behalf of myself, My Children and My Guests, the Association, its Management, Eagle Creek Development Corporation, and their respective owners, shareholders, members, officers, directors, agents, employees and assigns (hereinafter collectively referred to as the "Releasees") from any liability related to COVID-19 or any other illness, injury or death I, My Children and My Guests may sustain as a result of my, My Children and My Guests using the Amenities, being on the premises where the Activities are held and/or participating in the Activities. I further COVENANT NOT TO SUE on behalf of myself, My Children and My Guests, the Releasees for any liability related to COVID-19 or any other illness, injury or death I, My Children and My Guests may sustain as a result of my, My Children and My Guests using the Amenities, being on the premises where the Activities are held and/or participating in the Activities.

5. I agree to indemnify, defend and hold harmless the Releasees from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury that I, My Children and My Guests may sustain. I UNDERSTAND THAT THE FOREGOING INDEMNITY CONSTITUTES MY ACCEPTANCE OF LEGAL RESPONSIBILITY FOR AND MY AGREEMENT TO PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST ANY RELEASEE ARISING FROM MY, MY CHILDREN'S AND MY GUESTS' USE OF THE AMENITIES AND/OR PARTICIPATION IN THE ACTIVITIES.

6. I further agree not to sue, claim against, attach the property of or prosecute the Releasees for any injury, illness, death or loss caused by or resulting from my, My Children's and/or My Guests' use of the Amenities and/or participation in the Activities, whether or not such injury, illness, death or loss was caused by or resulted from the negligence of the Releasees or any other cause.

It is my express intent that this Waiver, of Liability, Indemnity and Hold Harmless Agreement shall bind any and all of my heirs and personal representatives, and shall be deemed a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named Releasees, regardless of the basis for such claim, including any claim based on negligence of any Releasee or the negligence of others. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. **I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER OF LIABILITY, INDEMNITY AND HOLD HARMLESS AGREEMENT WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT FOR THE PERMISSION GRANTED BY ASSOCIATION TO USE THE AMENITIES AND PARTICIPATE IN THE ACTIVITIES.**

7. I agree that I, My Children and My Guests will abide by the Operating Plan, as the same may change from time to time, and that if I, My Children and/or My Guests violate any of the requirements of the Operating Plan, the Association may revoke its permission for me, My Children and My Guests to use the Amenities and/or engage in any Activities.

8. I presently have and agree to maintain and to keep in full force and effect for as long as I and/or My Children are participant(s) in the Activities and/or are using the Amenities, reasonable and sufficient personal accident and health insurance.

9. Words in the singular include the plural, and the plural include the singular. The word “or” is not exclusive and the word “and” maybe conjunctive or disjunctive in the sole and absolute discretion of the Association. The phrase “and/or” shall apply to and include both the conjunctive and disjunctive.

10. If any one or more of the provisions contained in this Agreement is declared or found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision or portion thereof shall be deemed stricken and severed, and the remaining provisions hereof shall continue in full force and effect. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision that is as similar in terms to such provision as is possible to be legal, valid and enforceable.

11. I agree that this Agreement may be executed by me by electronic signature or other electronic measures, and I agree that such execution will be as binding on me as if I executed this Agreement by a signed written instrument.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ THE FOREGOING WAIVER OF LIABILITY, INDEMNITY AND HOLD HARMLESS AGREEMENT, AND I UNDERSTAND IT AND SIGN IT VOLUNTARILY AS MY OWN FREE ACT AND DEED. NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, APART FROM THE FOREGOING WRITTEN AGREEMENT, HAVE BEEN MADE BY ANY PERSON OR ENTITY WITH RESPECT TO THE MATTERS SET FORTH HEREIN. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION, FULLY INTENDING TO BE BOUND BY SAME.

IN WITNESS WHEREOF, I have signed this Waiver of Liability, Indemnity and Hold Harmless Agreement on the date set forth below.

SIGNATURE: _____ DATE: _____

NAME: _____ ADDRESS: _____