

# Riverwood Owners Association, Inc.

## Community Park Pavilion

### Reservation & Use Agreement

**Pavilion Hours:** Sunrise to Sunset

The Community Park Pavilion may be reserved by a member (homeowner), in good standing of Riverwood Owners Association. Any tenant of the Association may also reserve the Pavilion, provided the homeowner account is in good standing. Reservations by a homeowner or tenant must be submitted thirty (30) days in advance of the event. The Homeowner (Lessee) must be present during the entire event.

**Limits of Occupancy:** The function may consist of no more than seventy (70) guests.

**Reservations:** Reservations are accepted and processed on a first come, first served basis. The Reservation Application must be submitted to the Association Board of Directors to reserve the space. Reservations may not be assigned to another party without the prior written consent of the Board. An approved copy of the Reservation Application will be provided the Lessee upon approval. Claimed reservations not evidenced by a fully executed, approved Reservation Application will not be honored. Homeowners and their guests may not access the Pavilion prior to receiving an approved Application and not prior to their approved reservation date and time, nor remain after that time has elapsed. The Association reserves the right to decline any application. An approved Reservation may be cancelled/ terminated if: (1) in the judgement of the Association, the event poses a threaten to the health, safety, or welfare of the attendees and any other members of the Association using other areas of the Park; (2) the Association judges the attendees to be intoxicated, violent, loud, rude, or otherwise threatening the quiet enjoyment of neighboring homeowners; and/or, (3) Homeowner fails to follow the rules and regulations of the Association and this policy.

**SETUP & DECORATIONS:** The Association reserves the right to make adjustments and changes to any setup arrangements to comply with fire and safety regulations. Lessee may not physically alter the Pavilion structure. No staples, tacks, duct tape, or nails may be used to attach decorations. Surfaces must not be marred in any way. No paint/stain/dye may be applied to any surface. Electrical cords must be heavy-duty outdoor GFCI cords. No open flames are permitted. Candles are not permitted - the only exception is candles on cakes, which should burn no more than a few minutes. No rice, birdseed, artificial or real flower petals, silly string, glass bottles, confetti, fireworks, or other items requiring time intensive cleanup are allowed.

**OUTSIDE CONTRACTORS / THIRD PARTY SERVICE PROVIDERS:** Lessee shall have the right to hire outside vendors, but any cleaning personnel hired by the lessee will not be deducted from the cleaning fee. Lessee must provide a full list of all vendors that wish to enter the property for the event as well as their proof of insurance to the Association not less than thirty (3)30 days prior to the event. The vendor is subject to all rules and regulations of the Association. If a vendor refuses or fails to comply with any of the terms and conditions specified by the Association, that vendor will not be allowed on the property. The Association is not responsible for hired vendor's actions leading up to and occurring on the day of the event. The Association is not responsible for any items brought in by the Homeowner or vendors and assumes no liability for any items. The Homeowner is responsible for communicating these parameters to their vendors.

**CONDUCT:** No destructive activities, profanity, disorderly, dangerous or offensive conduct is permitted. Alcohol is not permitted. No firearms permitted on the premises, other than those

carried by a duly sworn officer of the law on duty. No throwing, discharging, firing or propelling by any means any missile including, but not limited to, firearms, pellet guns, air guns, fire-works, bows and arrows, blowguns, slingshots, stones, darts, knives, spears and javelins. No glass bottles. No motor driven vehicles or equipment allowed within the Park. Violators may be towed at owners' expense. No signs or advertising may be placed on Association property, except the Lessee is permitted to place one directional marker and one location marker to assist attendees to locate the Pavilion. All trash must be collected and removed from the Pavilion. The Lessee is responsible for the conduct of their guests.

**MUSIC:** No amplified or live music that 1) creates vibrations apparent to a person of normal sensitivities beyond the boundaries of the property, 2) communicates violence, illegal or abusive behavior, 3) originates from a vehicle and is audible or causes a vibration, or 4) does not comply with the City of Suffolk noise ordinance.

**PARKING:** Parking is permitted on the street only. Guest may not block driveways or park on private property. The Association is not responsible for theft or other damage to any vehicle, or possessions therein, during, prior, or after the event.

**SMOKING:** Smoking is not permitted within the Pavilion. Lessee is responsible to ensure that precaution is taken to prevent fires, and smoking refuse is properly and safely disposed of.

**INSPECTION & LIABILITY:** The Association reserves the right to inspect and control all private functions and will not assume liability for 1) any personal property or equipment of Lessee, Lessees guests, or vendors that is lost, stolen, damaged, or left on the grounds or 2) any injury to Lessee, Lessees guests, or vendors. Lessee hereby indemnifies, defends, and holds the Association, its Officers, and Members (homeowners) harmless from any and all claims, actions, damages, liabilities, costs, and expenses arising out of Lessees use of the Pavilion. The Association makes no warranty or representation regarding the physical condition of the facilities, fixtures or personal property within the area or their safety, security or suitability for use. No oral representation by the Association shall constitute any kind of warranty whatsoever. Lessee acknowledges that use of the Pavilion is at his/her own risk and that the Association shall not be liable to any party for damage to person or property caused by any act, omission or neglect of lessee or his/her guests, invitees, agents, employees, contractors or any third party. Lessee will be charged \$125 dollars for any clean-up required.

**INDEMNIFICATION:** To the fullest extent permitted by law, Lessee hereby indemnifies, protects, holds harmless and defends the Association and its respective officers, directors, employees, and agents from and against all claims, demands, injuries, losses, liens, causes of action, suits, judgments, penalties, liabilities, debts, costs and expenses, including court costs and attorney's fees of any nature, kind or description, whether arising out of a cancelled reservation, contract, tort, strict liability, misrepresentation, violation of applicable law and/or any cause whatsoever, including, without limitation, claims for injuries to or death of any person, or damages to or loss of property of any person or entity directly or indirectly (collectively, Liability arising out of, caused by, in connection with, or resulting from Lessees reservation and use of the facilities. Lessee expressly agrees that this indemnity and hold harmless provision shall apply where Liability arises in whole or in part from the negligence of the Association or their respective officers, directors, employees and agents. This provision shall survive the termination of this agreement.

Please sign the attached Reservation Request and return it to:

Riverwood Owners Association, Inc.  
445 N Main St., #3184  
Suffolk, VA 23439-0016

Or via email to: [manager@riverwoodsuffolk.org](mailto:manager@riverwoodsuffolk.org)

# Riverwood Community Park Pavilion Reservation Request

Type of Event: \_\_\_\_\_

Lessee(s): \_\_\_\_\_

Home Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Number of Guests: \_\_\_\_\_

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I/we request reservation of the Community Park Pavilion for the date and times specified above. I/we understand that a fee of \$125 dollars will be charged to our account for any clean-up of the Pavilion and immediate area. I/we understand fully accept the terms and conditions of reservation and use of the premises.

Lessee #1 \_\_\_\_\_ Lessee #2 \_\_\_\_\_

NOTE: Please allow at up to thirty (30) days for a response.