The Crossings Homeowners Association

Pavilion Reservation Policy and Agreement

AVAILABILITY: During the pool season, while the pool is uncovered and open to the residents, pavilion reservation is restricted to the hours that the pool is monitored by lifeguards. Off-season, when the pool is covered and unavailable to the residents, the pavilion will be available to The Crossings HOA Members during daylight hours.

The Association will make every effort to include HOA sponsored events and programs that include the use of the pavilion in the Social Committee's Schedule of Events. Pavilion reservation will be restricted during these events.

SCHEDULING: The Association has appointed CAMS Management as coordination authority for scheduling use of the community pavilion. Reservations are booked on a first come first served basis, and will be confirmed upon receipt of the application, deposit, and any additional fees required. The Board of Directors retains the right of refusal for all requests that are deemed unsuitable or unsafe for all common facilities within their jurisdictional authority.

TERMS, CONDITIONS, AND PROVISION OF AGREEMENT:

- The “Member” is hereby defined as a home owner in good standing of The Crossings HOA, the person making this reservation, and the responsible party in this agreement. In the event of multiple Members, the “primary Member” will assume any and all responsibility in this agreement.
- Application for approval from the Member requesting exclusive private use of the Pavilion will be accepted in accordance with the rules contained in this document.
- All Members of The Crossings Homeowners Association will have free access to the pavilion, subject to these rules and the approval of the Board of Directors or designee, **when not reserved** for private or community events.
- Members are required to provide a $100 security deposit for private use of the pavilion. The security deposit will be coordinated with CAMS, and may be refunded after inspection.
- After each use of the pavilion, the Member is required to leave the space and surrounding area in the same condition as before the event. Member is responsible for any clean-up or damages identified in the post-party inspection. CAMS Management is authorized to collect additional fees and fines authorized by the Board of Directors as a result of usage.
- During the pool season, private parties will be restricted to using one-half of the pavilion area, which consists of 3 7-foot picnic tables, and the number of guests will be limited to 30.
- During the pool season, Guest Passes will be required for all Non-Resident attendees, assessed at $5 (five dollars) per Non-Resident guest. Additional Fees may be required if additional Lifeguards are deemed necessary by the Pool Management Company.
- Off season, when the pool is covered and closed, private parties may use the entire Pavilion area, which consists of 6 7-foot picnic tables, and the number of guests will be restricted to 50 people. Restrooms may be unavailable due to the fact that water service to the facility is turned off during the winter season.
- The maximum period of use, for private and exclusive use, will not exceed four hours, regardless of season, including set-up time which must be on the day of the reservation.
- The Member is responsible for the conduct of all guests. The Member expressly assumes liability for any and all damage to the pavilion, its fixtures and furniture, or to the related common areas, which arises out of, or relates to, the use or occupancy of the pavilion. Additionally the Member is responsible for knowledge of The Crossings HOA Pool Usage Policy, and communicating those rules to all guests.

- General Pool Rules:
    - It is recommended that all children under the age of majority be supervised at all time.
    - Parents are exclusively responsible for children in the wading pool.
    - All pets are excluded from the pavilion and pool area.
    - Possession and/or consumption of controlled substances is strictly prohibited.
    - All trash will be deposited in appropriate trash receptacles.
    - All furniture and equipment is to be used for the purposes for which it was intended.
- Prohibited items include, but are not limited to: Deadly weapons, as defined by Mecklenburg County Ordinance, any breakable items and containers such as, glass, crockery, and ceramic items.
- The Member shall comply with all stated and customary terms, State and Federal laws, City ordinances, posted safety signs, rules, and verbal instructions as conditions for utilizing the Pavilion. If the Member observes any hazardous activity during their event, they must bring it to the attention of The Crossings HOA, the on duty Lifeguard, or an appropriate official immediately.
- Members may be required to provide Homeowners Insurance Coverage E, Personal Liability Coverage. Private parties including items such as "Bounce Houses" or other items deemed to be "Special Amenities" by the Board of Directors or its designee, may be required to provide a specific amount of Homeowners Insurance coverage.
- The Member expressly agrees to release, indemnify and hold harmless The Crossings HOA and CAMS, their respective officers, directors, agents, employees, independent contractors, and volunteers (the “Released Parties”) from any and all harm, damages, claims, fines, suits, demands, actions, or other liability, including without limitation personal injury, death, or property loss of any person, and including costs and expenses of any kind or nature whatsoever including without limitation attorney’s fees, which arises out of, relates to or results from the use or occupancy of the pavilion and related common areas.
- The Member understands that there are inherent risks associated with the use of the pavilion, parties, and/or use of the area, and knowingly and freely assumes all such risk, both known and unknown, including those that may arise out of the negligence of other participants. The Member and the participant(s), and their respective heirs, assigns, administrators, personal representatives, and next of kin, hereby release and hold harmless, The Crossings HOA, their affiliates, officers, Members, agents, employees, and sponsoring agencies from and against any and all claims, injuries, liabilities or damages arising out of or related to our use of the pavilion.

I, the undersigned, have read and agree to all of the terms set forth in this document. I understand that if any of the rules, or spirit of the rules, are violated that my deposit may be forfeited and additional fines and fees may apply. I further understand that, as the eligible Member, I may be financially responsible for any damages that occur.

Printed Name: _____

Address: _____

Signature: _____

Date: _____