

**BAYTREE COMMUNITY ASSOCIATION. ("the Association")  
RESERVATION & USE AGREEMENT FOR PAVILION ("the Pavilion")**

Name of Applicant: \_\_\_\_\_

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

Cell Phone Number: (    ) \_\_\_\_\_ Telephone Number: (    ) \_\_\_\_\_

Reservation Date: \_\_\_\_\_, 20\_\_\_\_

Time of Reservation: From \_\_\_\_\_AM/PM, until \_\_\_\_\_AM/PM.

**(Note: Maximum usage time is 4 hours including set-up and clean up time. Maximum number of guests permitted is 80)**

Description of Event or Use: \_\_\_\_\_

Special Notes: \_\_\_\_\_

Fees\*    **User's Fee: \$25.00    Damage/Cleaning Deposit: \$75.00**

**\*\* These fees are required and shall be paid by cash or two separate checks made payable to the Association (Baytree Community Association). Please drop off or mail in the form and fees to Baytree Community Association, 1331 Bedford Drive, Suite 103, Melbourne, FL 32940**

Unlawful or unsafe use of the space reserved and use for any purpose other than that identified is prohibited. All use of reserved space shall commence and end in accordance with the times set forth above and all activities in connection therewith shall be responsible for cleaning the space reserved after its use including the collection and proper disposal of all trash. The Pavilion will be inspected after Applicant's use, and if properly cleaned, Applicant's Damage/Cleaning Deposit shall be refunded.

By signing this Agreement, Applicant acknowledges receipt of a copy of the Rules and Applicant agrees to indemnify, hold harmless and defend the Association from and against any and all claims, actions, damages, liability and expense (including but not limited to reasonable attorney's fees) in connection with loss of life, personal injury and/or damage to property, arising from or out of the reservation, occupancy or use by Applicant of the space reserved or any part thereof or any other part of the Pavilion, occasioned wholly or in part by any act or omission of Applicant or Applicant's invitees.

The undersigned Applicant hereby represents to the Association that the space reserved will be used in accordance with the foregoing and agrees to be bound by the terms and conditions of this Agreement.

The rules of the Pavilion are attached. The undersigned Applicant has read and received a copy of the rules and agrees to abide by all as written. The undersigned Applicant understands that not abiding by the rules may result in forfeiture of deposit and/or other penalties allowed by law. I have initialed the rules attached.

**All forms and fees are to be received no less than 5 business days prior to the reservation date or your reservation is subject to cancelation. It is the APPLICANTS responsibility to verify that all documentation has been received by the Association.**

**APPLICANT:**

**By:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_, 20\_\_\_\_

**I have read and received a copy of and agree to abide by all of the Baytree Pavilion Rules. I understand that if any of the rules are violated, my deposit may be forfeited at the sole discretion of the Association. I further understand as the eligible user, I am financially responsible for any damages that occur.**

**Initial:** \_\_\_\_\_

Approved and Accepted By: Baytree Community Association

By: \_\_\_\_\_

Received payment of Fees on \_\_\_\_\_, 20\_\_\_\_

Check #'s \_\_\_\_\_ and \_\_\_\_\_ or Cash \_\_\_\_\_

## **BAYTREE PAVILION RULES**

### **General:**

- 1) Residents of the District 18 years old and over and Non-Resident members over 18 years, are permitted to use the Pavilion with their guests between the hours of 8:00 AM and 8:00 PM, unless permission is obtained from the Baytree Community Association ("BCA") or the District to use the Pavilion outside of these standard hours of operation. Except as provided below and with respect to District or BCA community-sponsored events, the use of the Pavilion shall be on a non-exclusive first-come, first-served basis.
- 2) At least one Resident or Non-Resident Member must be present at the Pavilion in order for guests to be allowed to use the Pavilion. The Resident or Non-Resident Member must be present as long as his or her guest(s) is(are) using the Pavilion.
- 3) Children under 18 years of age within the Pavilion Area shall be supervised at all times.
- 4) Only animals on leashes and bonafide service animals, as defined by Florida law, will be allowed in the Pavilion Area.
- 5) Use of the Pavilion does not automatically grant the user(s) exclusive rights to use the pool, tennis courts, or bocce ball courts. Guests' use of these facilities will be governed by the current rules for the pool, tennis and bocce ball courts. Residents and Non-Resident Members will always have priority for use of these District facilities over guests.
- 6) Guests will be allowed to use the toilet facilities at the adjacent District pool. The accompanying Resident or Non-Resident Member will be responsible to provide access for his or her guests.
- 7) The maximum number of people allowed in the Pavilion at any given time shall be 80.
- 8) The use of alcohol at the Pavilion only is not prohibited, although Residents, Non-Resident Members, and their guests will be asked to leave the Pavilion Area after one warning if their activities continue to be loud, boisterous or otherwise disruptive.
- 9) Each individual is responsible for cleaning up, including, but not limited to, picking up and properly disposing all trash, after their use of the Pavilion facilities in the Pavilion Area. All trash shall be deposited in the garbage receptacles and tables shall be cleaned.
- 10) No grills shall be permitted under the Pavilion roof or within the Pavilion Area owned by the District; however, permission to utilize a grill within the Pavilion Area (but not under the Pavilion roof) may be requested in advance from the District.
- 11) No bounce houses or inflatables are permitted within the Pavilion Area.
- 12) No DJ's or live music are permitted in the Pavilion Area, unless the user has received prior approval from the District. If music or other audio is played, it must not affect or be disruptive to any neighboring residential properties or the users of adjoining facilities (e.g., tennis courts and pool).
- 13) No vehicles shall be permitted within the Pavilion Area, except within the areas designated for parking.
- 14) All furniture/equipment within the Pavilion Area is to be used for the purposes for which it was designed and shall not be moved out from under the Pavilion without the express permission of the BCA or the District.
- 15) All users of the Pavilion are to ensure that lights and fans are turned off before leaving the Pavilion Area.
- 16) The electrical outlets at the Pavilion are on 20-amp GFIC circuits. Please do not overload these circuits to the extent that it trips the circuit breaker. The user will be responsible for any damage caused from overloading circuits.
- 17) Events sponsored by the BCA or the CDD that involve the use of the Pavilion shall have priority over any individual use of, rental of, or rental request with respect to the Pavilion.

**Pavilion Exclusive Use Rentals.** In addition to all other rules and regulations of the District, anyone requesting the use of the Pavilion for a private event shall also comply with the following:

- 1) The Pavilion may be only be rented by a Resident or a Non-Resident Member (“Approved Renter”), which individual must be present throughout the entire event rental period.
- 2) The Approved Renter shall be responsible for the proper conduct of all guests and participants utilizing the Pavilion and Pavilion Area during the rental.
- 3) Application for rental of the Pavilion and payment of the rental fee and the deposit shall be made at least five (5) working days prior to the intended date of use in accordance with the policies and direction set forth in the Application for Pavilion Rental that can be found on the BCA website and on the District website.
- 4) The Pavilion rental shall be no more than four (4) hours, unless the applicant has received an exemption in writing from the BCA or the District for longer use.
- 5) Rentals and the events associated therewith must not be loud, boisterous or otherwise disruptive to neighboring residents and users of adjoining facilities (e.g., tennis courts and pool). If complaints are received and after a single warning the complained of activity does not cease, the BCA or the District has the authority to terminate the rental and direct all users of the Pavilion to immediately leave the Pavilion Area. Such complaints may result, in the determination of the BCA Manager in the forfeiture of the deposit, or a portion thereof, and the suspension of the Approved Renter from the use of any District facilities, including the Pavilion, the pool, the tennis courts, and the bocce ball court, for a period not the exceed twelve (12) months. Such suspensions may be appealed in writing to the District Board of Supervisors, which shall have the power to reduce the suspension period and suspension conditions if determined as warranted by the District Board of Supervisors.
- 6) The Approved Renter is fully and completely responsible for any and all damages or clean-up expenses incurred by the BCA and the District excess of the deposit. The Approved Renter will be billed for such costs in accordance with Section 4.01(6)(d) of this Pavilion Rule.
- 7) The garbage receptacles at the Pavilion Area are only intended for incidental use; not private parties or rentals. The Approved Renter shall remove all trash and debris arising from the rental from the Pavilion Area and properly dispose of the same, whether in the personal garbage receptacles of the Approved Renter’s home or otherwise. Under no circumstances shall any garbage receptacles of the District, the BCA or the golf course be utilized for the purposes stated herein.
- 8) The Pavilion Area must be “broom clean” at the conclusion of the rental period. If cleaning is determined, in the discretion of the District or its designee, to be less than satisfactory, a cleaning fee will be imposed in the amount set forth in Section 4.01(6)(2), which fee may be deducted from the deposit.
- 9) The Approved Renter shall hold the District and District and the Association harmless from any and all liability, injuries or damages arising out of or in any way connected to the use of the Pavilion and Pavilion Area and shall be fully responsible for the same. The Approved Renter will be required to execute a Facility Rental Agreement for any exclusive use of the Pavilion.

**Damage to Pavilion.** Any costs incurred by the District to repair damages to or clean the Pavilion or Pavilion Area shall be assessed against the individual causing the damage, and/or the Approved Renter, as the case may be, in accordance with the fees set forth in Section 4.01(06)(d) of this Pavilion Rule.

**Pavilion Fees.** Pavilion fees, charges, and deposits shall be as follows:

- |   |         |
|---|---------|
| 1) Annual Pavilion Membership Fee for Non-Residents | \$1,200 |
| 2) Rental fee for exclusive use of Pavilion         |         |
| a. Owner of a residential unit within the District  | \$ 25   |
| b. Annual Member                                    | \$ 25   |
| c. Deposit for Rental                               | \$ 75   |
- 3) Damages to and clean-up expenses with respect to the Pavilion or Pavilion Area shall be assessed at cost plus ten (10%) for administration fees.
- 4) Cancellations must be reported to the Management company 2 business days prior to reservation date. The rental fee is held to reserve the Pavilion and a refund will not be given if proper notification is not received.

**Deactivation of Gate Access Transponders.**

- 1) The District Manager or his designee shall have the authority to deactivate ALL Gate Access Transponders issued to a particular unit within the District or Isles of Baytree, upon a determination by the District Manager or his or her designee, after reviewing supporting documentation, that there exists unpaid Pavilion fees imposed pursuant to this Pavilion Rule or unpaid monies as a result of damages to the Pavilion or Pavilion Area, which are due and owing to the District, provided that:
- i. the District possesses video, eyewitness, or documentary evidence that an individual, or a vehicle registered to the unit within the District or a guest to that unit has caused damage to the Pavilion or Pavilion Area; and
  - ii. The District has sent a correspondence to said unit, which correspondence shall (1) detail the date and location of the incident, the individual(s) or vehicle(s) involved, and the damage caused to the Pavilion or Pavilion Area, (2) indicate that such fees or amounts must be paid to the District within at least thirty (30) days, and (3) indicate that all Gate Access Transponders issued to the unit will be deactivated without further notice if payment is not received by the District within said thirty (30) day period.
- 2) Any Appeals of deactivation of Gate Access Transponders or reactivation of Gate Access Transponders shall be in accordance with Section 3.01(5) and 3.01(6) of the District Gate Facilities Rule.

