

RESERVATION AGREEMENT FOR CLUBHOUSE**CYPRESS SPRINGS OWNERS ASSOCIATION**

Date of Reservation:
Time: From _____ to _____
Type of Function
No. of Persons to Attend (Maximum 100):

Two checks payable to Cypress Springs Owners Association (one for rental and one for rental fees)
Rental Fees: \$85.00 HALF DAY (9AM to 3PM or 4PM to 11PM OR \$150.00 FULL DAY, PLUS \$200.00 DEPOSIT OR \$10.00 PER HR FOR CASUAL USE (MON THRU THUR W/BATHROOM ACCESS ONLY))

We understand that permission has been granted for the use of the Cypress Springs Clubhouse on the specified date and time. I/We agree to abide by the following rules:

1. The clubhouse is to be rented by Cypress Springs Residents ONLY, Reservations will be held for 7 days without payment at which time the reservation will be removed from the community calendar. Reservation fees will be forfeited if cancelled within 14 days of event.
2. If a resident sponsors someone to have a function in the clubhouse, **the sponsoring resident must attend the function.** The sponsoring resident assumes all responsibility for the sponsored individual to comply with all the conditions of this agreement.
3. Resident is responsible to inspect clubhouse prior to function and report any existing damage or condition to EPM Services at 407-327-5824 prior to the reservation usage.
4. Tables and chairs are **NOT** provided as part of this reservation. These items can be rented.
5. The following regulations must be complied with:
 - a. No live music or D.J.'s permitted without prior approval from the Board of Directors or Community Manager. (This is due to the open condition of the clubhouse and numerous noise complaints.)
 - b. Decoration must be attached with tape or thumbtacks ONLY. NO STAPLES.
 - c. Decorations may be put up on the day of the function. NOT BEFORE.
 - d. Glass containers are prohibited on the pool deck.
 - e. During hours when pool is open to residents, pool deck furniture must not be removed from the deck.
 - f. Open flames are prohibited except for decorative candles.
 - g. Key will be provided for restroom access.
 - h. Personal barbeque equipment restricted to the picnic area.
 - i. No helium balloons.
6. The facility must be cleaned to the specifications below immediately upon conclusion of the function. FAILURE TO COMPLETELY CLEAN THE FACILITY MAY RESULT IN FORFEITURE OF DEPOSIT and FUTURE USE PRIVILEGES.
 - a. Trash must be picked up and placed in contains. All overflow trash must be taken with you.
 - b. Restrooms to be left clean and in working order.
 - c. Wipe up all spills.
 - d. Sweep clubhouse floor.
 - e. All tape and thumbtacks must be removed with the decorations.
 - f. Kitchen and refrigerator are to be left clean.
 - g. Facility must be returned to normal conditions of cleanliness.
6. NOISE: Orange County Code, Section 15-180 (B-16)
 "Noise shall mean any sound produced in such quantity and for such duration that it annoys, disturbs or may injure a reasonable man or woman of normal sensitivities." The noise level of your function must not disturb any Cypress Springs resident at any time. Complaints of excessive noise reported to the sheriffs department, the management company or any member of the Board of Directors will be fully evaluated and can result in complete loss of your deposit and loss of future privileges to use the facilities.
7. It is understood that the reservation is for the clubhouse only and does not prohibit others from using the pool and picnic area.
8. At the conclusion of the function, resident will be responsible for locking up the kitchen and assuring the front gate and restroom doors are shut and secured.
10. Resident agrees and understands that all youth functions MUST be supervised by an adult Cypress Springs Owners Association resident..
11. Keys will be delivered to the address of Cypress Springs owner at least 24-hours prior to the scheduled event. At the conclusion of the event the keys must be deposited in the drop box outside the gate on the left as you exit.
12. All music must end by 11:00 p.m. and the clubhouse must be vacated by 12:00 a.m. No exceptions.

13. Maximum attendance for any function will be 100 people. Orange County Sheriff's will enforce this guideline.

- 14. The Cypress Springs Owners Association, its officers, directors, employees and members will not be responsible for any damages, loss malicious mischief, vandalism, theft or larceny to resident or guests and their equipment or property left at or near the clubhouse facilities.
- 15. Resident agrees to be fully responsible for maintaining an orderly function and will allow no illegal activity on the premises. Resident will be responsible for the conduct of any and all guests, whether invited or uninvited and will insure that all Cypress Springs Policies, Rules and Regulations will be allowed.
- 16. Resident assumes full responsibility for any loss or damage to the clubhouse or the common property of Cypress Springs Owners Association as a result of the use of the clubhouse for the function. The use of the clubhouse facilities is at the residents own risk and the resident assumes full responsibility to defend against any claim made against the Cypress Springs Owners Association which may arise as a result of the function. It is understood that all liability for any claim is fully the resident's responsibility.
- 17. Cypress Springs Owners Association, its officers, directors, employees and members are not responsible for liability and expenses for damage, including but not limited to loss of life and personal injury, sustained by any resident or guest who attends the function.
- 18. In the event that the clubhouse is partially or completely unusable or damaged on the date of the reservation and the resident chooses not to use the facility, the Cypress Springs Owners Association, its officers, directors, employees and members shall not be held liable. Resident will receive a refund of any fees paid.
- 19. RENTAL PROPERTY (chairs, tables, catering equipment, ect.) must be removed from the premises at the conclusion of the function. These items may NOT BE STORED AT THE CLUBHOUSE. The association will not assume responsibility for any returned items.
- 20. DECORATIONS and set up are NOT to occur the evening prior to the reservation and must be removed at the conclusion of the function as stated in 4.d and 5.e listed above.
- 21. FEES: See fee schedule for: Rental Fee/Returned Check Policy/Deposit
Reservation will be held for seven (7) days without a deposit. If no deposit is received within seven (7) days the reservation will be removed from the schedule without notice. Resident is responsible for payment for any damage or cleanup costs exceeding the deposit. Rental fee will not be refunded on any event cancelled within fourteen (14) day of the scheduled event.

To confirm you reservation for use of the clubhouse, please return top copy of the form properly completed and signed, with the deposit. Final payment for all other fees is due two weeks prior to your reservation date.

RESIDENT NAME _____ TELEPHONE (H) _____ (W) _____

ADDRESS _____

SPONSORED INDIVIDUAL/COMPANY NAME _____ (H) _____

ADDRESS _____ (W) _____

I/We agree to release, acquit, forever discharge, indemnify, and hold harmless the Cypress Springs Owners Association, Inc., its officers, directors, employees and members against any and all actions, claims and demands whatsoever: whether in law or in equity by myself/ourselves or any guests, invitees, or other persons on the premises which may arise out of the use of this facility.

I/We have read, fully understand and agree to abide by the provisions of the clubhouse rental agreement.

Resident Signature

Date

Sponsored Individual

Date

ANY VIOLATION OF THIS AGREEMENT, ACTIVITY OR OCCURRENCE THAT RESULTS IN THE ABUSE OF PRIVILEGE, INCLUDING BUT NOT LIMITED TO THE ABOVE PROVISIONS, CAN RESULT IN THE IMMEDIATE LOSS OF USE AND THE LOSS OF DEPOSIT SUBJECT TO THE DISCRETION OF THE MANAGING AGENT AND THE BOARD OF DIRECTORS.