

# Bretton Ridge HOA

Contract Form

Pavilion Reservation

(Please complete all required information below)

Date of reservation: \_\_\_\_\_

Name of person making reservation: \_\_\_\_\_

Number of guests/swimmers anticipated: \_\_\_\_\_

Contact phone number: \_\_\_\_\_

This is a request to rent the pavilion only, dates are not guaranteed until this request has been processed. Requests are processed on a first come, first served basis. Processed requests and public events are available for viewing on the Bretton Ridge calendar at [www.brettonridge.com](http://www.brettonridge.com). If you have any questions or concerns, please contact Jennie Ford, (216) 409-3937, [jencsu03@msn.com](mailto:jencsu03@msn.com).

## **ONLY HOMEOWNERS WITH DUES PAID ARE ALLOWED TO RENT THE PAVILION**

### **SECURITY DEPOSIT & RATES**

#### **Security Deposit**

A \$50 security deposit is required for all members and must be paid at time of contract. Renter is responsible for cleanup of the pavilion and surrounding area after the function. If no damage is found and trash is removed, full \$50 will be refunded after the event.

This deposit covers your reservation of the pavilion and picnic tables. It also ensures that our property is treated with respect and trash is removed. All other equipment for the party is the renter's responsibility and should be removed immediately following the party i.e. tents/ tables/ chairs.

#### **Fees are refundable due to inclement weather.**

#### **Rates**

Pavilion rental rates are based on party size:

0-50 guests costs \$50

51-100 guests cost \$100

101-150 guests costs \$150

151+ guests costs \$200

Pool Usage: \$4/ per swimmer

At the booking of your party, you may prepay for known swimmers and receive bracelets to hand out. If you wish to wait until the party, you may pay at the gate at the same rate.

#### AVAILABILITY

- Pavilion is available from 7am until 10pm
- Swimming is available from 11am until 9pm
- Lifeguards are available for hire during non-business hours at \$25/hr

Any person who violated the rules and regulations shall be subject to the following penalties:

- First offense- shall forfeit security deposit to the Bretton Ridge HOA.
- Second offense- shall be permanently banned from renting the Bretton Ridge pavilion in the future.

#### CANCELLATIONS

- All cancellations must be made 30 days prior to your event.
- If pavilion is re-booked, the rental charges will be refunded.

### ***RELEASE OF LIABILITY***

#### ***READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS***

In exchange for participation in the activity of park, cabana and/or pavilion rental organized by Bretton Ridge Homeowners Association, of 5991 Christman Drive, North Olmsted, Ohio, 44070 and/or use of the property, facilities and services of Bretton Ridge Homeowners Association, I, \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, agree for myself and (if applicable) for the members of my family, to the following:

**1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Bretton Ridge Homeowners Association, or the employees, representatives or agents of Bretton Ridge Homeowners Association.

**2. ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Bretton Ridge Homeowners Association for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Bretton

Ridge Homeowners Association, whether caused by the fault of myself, my family, Bretton Ridge Homeowners Association or other third parties.

**3. INDEMNIFICATION.** I agree to indemnify and defend Bretton Ridge Homeowners Association against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Bretton Ridge Homeowners Association.

**4. FEES.** I agree to pay for all damages to the facilities of Bretton Ridge Homeowners Association caused by any negligent, reckless, or willful actions by me or my family.

**5. APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Ohio law.

**6. NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Bretton Ridge Homeowners Association has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

**7. ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

**8. ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

**9. EMERGENCY CONTACT.** In case of an emergency, please call \_\_\_\_\_  
(Relationship: Park and Pool Trustee of the HOA) at \_\_\_\_\_ (Day), or  
\_\_\_\_\_ (Evening).

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Deposit collected: \_\_\_\_\_

Swimmers Pre-pay collected: \_\_\_\_\_

Cash or Check Total: \_\_\_\_\_

Initials of Recipient: \_\_\_\_\_