

City Walk Association Area Reservation Polices

Guidelines

1. Any resident reserving any part of the City Walk facilities must complete the following before the desired reservation date:
 - Confirm available date for the event
 - Complete and sign an area reservation agreement
 - Leave a security deposit and a non-refundable service fee (2 checks from the resident) with the area reservation agreement
 - Agree to follow listed polices

Obtain Insurance for the Area

2. The resident will receive a confirmation notice verifying the reservation date, time and which location. Sending invitations or announcements before this confirmation has been received is at your own risk.
3. Provide certificate of insurance for \$100,000.00 liability naming City Walk Association as additionally insured.
4. A service fee must be paid separately from the security deposit check and will be processed upon receipt. The service fee is non-refundable and covers cleaning service and management walkthrough time. In the event there is a cancellation, the service fee will not be refunded. However, it may be credited to a future event within one year unless there are extenuating circumstances.
5. The City Walk management will retain from the security deposit any charges for damages, including additional required cleaning, and reserves the right to collect from the resident any damages above and beyond the amount deposited. All such charges are levied at the discretion of the City Walk Association.
6. City Walk is not responsible for weather conditions. City Walk will allow you to reschedule within one year unless there are extenuating circumstances.
7. You and your guests are restricted to the facility areas you have specifically reserved and for which a deposit has been received.
8. All evening events must be finished and cleaned up by 9:30 PM Sunday-Thursday and 11:30 P.M. Friday and Saturday due to proximity of neighbors and noise from the Courtyards, unless agreement has been made prior with management.
9. Monetary penalties may be assessed for repeated reprimands from the City Walk management regarding guest behavior, breaking agreed upon polices or problems associated with your event.
10. Reserved areas may not be used for commercial, religious or partisan political activities. Gambling or other illegal activities are not permitted.
11. Flyers promoting events are not allowed to display any City Walk logo or to imply it is a City Walk Association sponsored event.

11. Sub-reserving the facility to non-residents may be subject to separate approval.
The host must be directly involved with the event. For certain events, the homeowner may be required to be directly related (i.e. parent, son, daughter, sibling or family member)
12. the resident responsible for hosting any event must be present and "in full capacity" at all times. This means the host should not be overly influenced by alcohol, etc.
- B. City Walk Association or other City Walk residents may be hosting events simultaneously in other areas and may require access to certain areas reserved by the host.
14. All areas reserved and used must be returned to their original condition. This includes cleaning any tables, chairs and all surface areas used. Areas not returned to pre-event condition will result in charges against the security deposit.
15. The resident assumes responsibility for guest(s) at all times and must remain present during the event.
16. Residents serving alcohol accept full legal and financial responsibility for all person(s) who receive alcohol at the event. When alcoholic beverages are served, all persons must be 21 or older and the owner must obtain a permit from the City for alcohol for the event. (The permit only applies if you are charging for the party or if it is open to the public. If it is catered, the company you hire will get the necessary permits.) Resident assumes responsibility for verifying of legal age.
17. When children are present there must be an adult to child ratio of 1 to 7. An adult is someone over 18 years of age.
18. In case of continued or flagrant violations, the Board of Directors may impose monetary penalties, suspend use of the facilities and/or seek legal remedies in the courts at the owners' expense.
19. The Association has the right to refuse the use of the area for any party or gathering.
20. If alcohol is served at any event/meeting homeowner must contact their homeowner insurance agent and request a certificate of insurance for the event naming City Walk Association as an additionally insured.

Post Event Responsibilities:

1. Clean up will begin immediately following the event.
2. Trash must be removed from the reserved areas and transferred effectively (no leaks) into the trash chute located by the elevators.
3. Cleaning is the sole responsibility of the homeowner.
4. A walk-through with City Walk management must be completed within 24hrs after the event.
5. No items are to be left in the reserved area after the event or over-night unless previously arranged with City Walk management.

City Walk Association

Fee Schedule

A. Non-Refundable Service Fee: (May be credited to future event within one (1) year if cancellation occurs)

1. \$40.00 Regular Event-up to 50 people or more than 50 people if any of the following do not exist: (food, beverage & music)
2. \$80.00 Full Scale Event- 50 or more people with food, beverage and music at the event.

B. Security Deposit Schedule:

1. Regular Event
2. Full Scale Event

\$200.00 \$400.00

Note: Security Deposit provides for any damage to the property to the property or additional cleaning needed. If funds are needed in excess to the Security Deposit, the management will pursue additional funds from the resident.

C. Fee Schedule:

- | | |
|-----------------------------------|------------------------------|
| 1. Overtime Charge | \$25.00 per hour |
| 2. Reprimands (after 1st warning) | \$25.00 per incident \$25.00 |
| 3. Concrete Stains | \$50.00 and up |
| 4. Areas not cleaned | At the Discretion of HOA |
| 5. Other | \$25.00 |
| 6. Returned check charge | Assessed per incident |
| 7. Property Damage | |

I hereby agree to all terms and policies as specified above.

Resident Name (print)

Resident Signature

Date

Staff Signature

Date

City Walk Association

Full Scale Event Policies:

A Full scale Event exists when you have 50 or more people and you provide food, drinks (alcoholic or non-alcoholic) and music (OJ or Band). Additionally, there are more policy considerations when an event is full-scale.

Sound Issues:

Bands and DJ's must stop by **9:00pm Sunday-Thursday, 11:00 pm Friday and Saturday**. Music may need to be turned down at the request of the Staff. Noise notices may be required to be distributed to selected homes that are affected by the noise . No sound checks before 10am

1. Wedding events must be for a direct and immediate relative (i.e. resident, father, mother, son, and daughter.) Proof of relationship may be required.
2. Event security coverage may be required and at the cost of the resident.
3. Maximum occupancy must be adhered to in specified areas.
4. The event is restricted to area(s) reserved only.
5. Must be current owner in good standing with the Association.
6. Any rental items must be broken down, cleaned up and removed from the facility by **9:30pm Sunday- Thursday and 11:30pm Friday and Saturday** (unless given prior ok with management)
7. Maximum 2 full scale events per month.
8. General facility policy and practices still apply

Reservation Fee Schedule:

1. Regular Events:

Security Deposit: \$200.00
Non Refundable Service Fee \$40.00

2.Full Scale Events:

Security Deposit: \$400.00
Non Refundable Service Fee \$80.00

Please note that maximum occupancy rates must be followed. You may combine some reservation area(s). See Management for details.

I certify that I am in good physical condition, and that I am able to use The City Walk Community facilities safely. Should I become aware of any condition or illness which might limit my participation in using the City Walk Community facility safely, I will consult my own physician and obtain his/her opinion as to the advisability of my continued participation in the use of said facilities. Neither (TOC), The Association nor the employees, Agents, volunteers or other personal have rendered or will render any opinion or diagnosis regarding my physical condition. If, at any time during any exercise session, sponsored activity, or during general use of The City Walk Community facilities, I feel physically unable to continue participation, I will immediately cease participating and seek a medical evaluation. I carry medical insurance sufficient to cover any claims or injuries that may result from my use of The City Walk Community.

I understand that (TOC) , the Association and/or their employees, agents, volunteers, contractors, or other personal are not responsible for or knowledgeable in the manner in which the exercise equipment is to be used. I understand that instructions, polices and hours of operation may be posted from time to time and are subject to change without notice. I agree to adhere to the same. I understand I have the responsibility to fully acquaint myself and understand the use of The City Walk Community facilities and equipment. I further acknowledge that in the event instructions are removed, or the equipment is not properly maintained, I am responsible for checking the equipment to make sure it is safe for my usage.

In consideration for the privilege of using The City Walk Community facilities, I hereby voluntarily agree to waive and release from any liability and all claims including but not limited to damages, personal injury, property damage or death which I may now have, incur in the future, or even aggravate as a result of my use of The City Walk Community I HAVE CAREFULLY READ, UNDERSTOOD, AND AGREE TO THE TERMS OF facilities. This release is intended to discharge, release and indemnify in advance (TOC), the Association, and all of their officers, directors, employees, agents, volunteers, successors and assigns and other personnel from any and all liability arising out of or connected with my use of The City Walk Community facilities that I agree not to sue, except for injuries caused by the sole negligence or willful misconduct of (TOC) , The Association, and/or their officers. My use of the facility, including the exercise equipment involves my physical exercise and exertion. Inherent with such use, as wen as all use of areas with equipment comes the risk of injury including but not limited to damages, personal injury, property damage, heart attack, fainting and death.

If a claim is filed by a member against (TOC) and or the Association, we reserve the right to publish the name of the claimant, or the name of the Association member, or if a claimant is a guest of such member. In the event any of my guest or family members brings a clam, I hereby agree to defend, indemnify and hold harmless (TOC) or the Association. I agree to pay for any and all damages to The City Walk Community facilities willfully, accidentally or negligently caused by me, any of my children or my guests. I herby agree that any claim arising out of or related to my use of The City Walk Community Facilities, including but not limited to any injuries and/or relating to enforcing the indemnity and defense obligations contained herein shall be submitted to binding arbitration before the American Arbitration Association, the initial costs of which to be paid for by the claimant.

I certify that I am a current resident of City Walk. I understand that an electronic key is required to enter City Walk Building.

THIS AGREEMENT. I FURTHER AGREE TO COMPLY WITH THE FACILITY POLICES ADOPTED BY CITY WALK ASSOCIATION, AND UNDERSTAND THAT THESE POLICIES ARE SUBJECT TO CHANGE BY MANAGEMENT, OWNERSHIP, OR HOMEOWNER ASSOCIATION. I AM AWARE THAT THIS AGREEMENT IS LEGALLY BINDING AND THAT I AM RELEASING CERTAIN LEGAL RIGHTS BY SIGNING.

Print Name

Date

Signature

Policies Received (initials)

(Staff to complete below line)

Address

Phone Number

Entry Card Number

Additional Entry Card

Staff Signature

Date Received

City Walk Association Release, Waiver, Indemnification and Use Agreement

The Olson Company (TOC), the Homeowners Association (Association) and City Walk Management (CWM) are pleased to offer use of the City Walk Community Facility to our residents. The Community Facility includes the fitness room, meeting room, and the two common area kitchens, as well as the North and South common outside areas. In order to use the City Walk Community Facility you must agree to certain policies and conditions of use.

The cost of litigation and the proliferation of claims (particularly those involving negligence on the part of individual claimants and/or misuse of products) may result in the closure of a number of beneficial facilities, as well as the reluctance on the part of the business to take on inherent risks associated with the operation of a facility like The City Walk Community. The costs are resulting in an inability to secure adequate, insurance and/or build certain facilities. As a member of the Association, I realize I am a partowner of City Walk Common Areas, and share in the responsibility for the safe use, maintenance and operation of the facilities. As members of the City Walk Association, we believe that responsibility should rest with the users and those that use the facility properly should not be penalized as a result of claims by few. Accordingly, if you disagree (which is your absolute right) please do not use the Community facilities.

I understand that there are inherent risks associated with the use of the facilities provided by City Walk Association. Such risks include, but are certainly not limited to personal injuries from falls, burns, and injuries which may occur during my use of the facilities due to physical exertion including muscle pulls/tears, equipment falling on the user, and death by heart attack. Exercise equipment must be used properly to avoid injury. I understand that no person from the City Walk Association or City Walk Management will supervise my use of the facilities and that I should not use such facilities without another adult in attendance. I understand that additional risk to my safety may occur if I use the facilities or exercise equipment without another person in attendance.

To the extent I invite guests or allow family members to use the City Walk Community facilities, I hereby agree to fully explain the risks associated with using the City Walk Community Facilities, and agree to supervise their activities to the extent applicable. I understand that I am to conduct myself in a responsible and reasonable manner at all times when using The City Walk Community facilities. I agree to obey by the facility usage policies for City Walk as attached hereto, or as they may be revised, posted or distributed from time to time. I acknowledge that The City Walk Community is relying on these representations and agreements in making the facilities available for my use. If at any time I or my guests fail to comply with any of The City Walk Community polices, action may be taken on behalf of the Board and may be subject to a fine and special assessment.

City Walk Association

Date: _____

I acknowledge that I am a legal resident of City Walk Association located at 301 G Street and reside in unit _____. I also acknowledge that I have reserved the _____ portion of the common area(s) of City Walk for a private function on _____ from _____ to _____

I agree to abide by the area reservation policy for City Walk as attached hereto. I agree to supervise the activities of our guests and assume full liability for their actions and conduct myself in a responsible and reasonable manner at all times when using The City Walk Community facilities. I acknowledge that The City Walk Association is relying on these representations and agreements in making the facilities available for my use. If at any time I or my/our guests fail to comply with any of the City Walk Community polices, action may be taken on behalf of the board and may be subject to a fine or special assessment.

In the place of City Walk area reservation policy guideline #20, if I cannot acquire a certificate of insurance through my insurance company the following will apply:

I agree that if alcohol is served, there will be no charge incurred or monetary contribution requested for my guests to attend this function. **I understand that the sale of alcoholic beverages is strictly prohibited. And that a city permit must be obtained and kept at the party and a copy of the permit given to the City Walk management to be kept on file.**

Unit #

Resident Name

Resident Signature

Resident Name

Resident Signature

City Walk Management Name

City Walk Mgt. Signature

City Walk Association Area Reservation Form

Resident Name _____ Unit# _____

Phone Number () _____

Desired Event Date _____ Set-up _____ Start _____ End _____

Max# of people _____ (Adult to child ratio must be 1 to 7)

South or North Common AreaKitchen(s) YES or NO

Type of event _____

Host of event _____ Event Honoree _____

Alcohol: YES or NO Keg Beer: YES or NO Glass: YES or NO

Certificate of Insurance Required (policy number) _____

Caterer: YES or NO Music: _____

Rental Caterer: _____

Other: _____

Manager Comments: _____

Deposit:
Amount \$, _____ Check# _____ Date Rec'd _____

Service Fee:
Amount \$, _____ Check# _____ Date Rec'd _____

Verify Residency: _____ ----- _____

Approval: _____ Date: _____

Deposit Returned: Date: _____ Fees assessed _____ Y _____ N Amt\$ _____

Reason: _____
