

**SOUTHWIND VILLAGE COMMUNITY ASSOCIATION
COMMON AREA USE AGREEMENT**

The use of the common area described as: North West side of the property located off Plymouth Lane at the end of Newport Terrace which will be called "The Park Area" by _____ ("Owner")

is subject to the following rules and regulations and at all times shall be fully applicable.

1. The common area designated above may be used by the Owner for a _____ on _____ between the hours of _____ and _____ for the purpose of a supervised activity.
2. There will be no loud music or noises which emanate or go beyond the Park Area or which may disturb any other owner or resident. It shall be the Owner's responsibility to supervise and ensure that the activity at all times will be orderly and lawfully conducted and maintained.
3. Any permits required will be obtained and paid for by the Owner sponsoring this activity.
4. I, the Owner, understand that if I plan to use a jumper/bounce house in the Park Area I will provide:
 - a. A Certificate of Insurance certifying that I carry personal liability with limits of at least \$500,000
 - b. An additional insured endorsement naming Southwind Village Community Association as an Additional Insured.

These provisions must be complied with prior to receiving permission to use the Park Area if a jumper/bounce house is going to be used.

5. I, the Owner, understand that there is no electrical supply available in the Park Area. If I, the Owner, plan to use any equipment that requires power, I, the Owner, will at my own cost, provide a gas generator.
6. Boxes, electric cords, tables, chairs, party supplies, generators, etc., should never be placed in common areas or walkways where they could be a safety hazard to anyone.
7. Other than the Park Area, no guest or invitee of the Owner who is not a homeowner or resident of Southwind Village will be permitted to use the common areas of Southwind Village or shall loiter outside the Park Area or the property grounds.
8. Owner is responsible for all of the activities and actions of all guests and invitees whether in the Park Area or in and about the community premises and grounds. Owner indemnifies and holds The Southwind Village Community Association and its owners, agents, and management personnel free, clear, and harmless from any and all liability, claims, and damages arising out of or incurred in connection with the undersigned's utilization of the Park Area.
9. Alcoholic beverages of any type are strictly prohibited and may not be consumed in the Park Area or any other common area.
10. Owner acknowledges that after the use of the Park Area, the undersigned will clean up the Park Area and dispose of all garbage, waste, and debris and leave the Park Area and the community grounds in a clean and orderly condition as prior to this function. In the event there is any damage or loss to the premises or community grounds, the undersigned will immediately pay the cost thereof to Southwind Village. In the event the function results in any debris: on the community grounds, it shall be the Owner's obligation to immediately clean it up.

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11. It is understood and agreed that the Park Area and other common areas will not be supervised or staffed by Southwind Village and Southwind Village Community Association makes no representation or warranty as to the suitability of the Park Area or common areas for Owner's use.

12. Children attending any function must be supervised by an adult and should not be allowed to run freely on the grounds.

13. Owner shall insure that the undersigned and all parties present in the Park Area shall completely and promptly comply with all directions and roles established by Southwind Village concerning the use of the facilities and the common areas.

14. To help insure compliance with items stated above, the Southwind Village Community Association will require a deposit by Owner with the signing of this agreement in the amount of **\$100.00**. Said deposit will be returned to Owner upon satisfactory compliance with these rules and regulations and inspection of the Park Area and/or common areas involved.

15. It is understood and agreed that the undersigned Owner has read and voluntarily signed and delivered this agreement and has received a copy and he/she acknowledges that its terms are contractual and not a mere recital. Except as provided in this agreement, there is no oral representation or agreements relative to the use of the Park Area and no oral modification or waiver of any part or provision of this agreement shall be effective.

Approved and Agreed:

Owner

Southwind Village Community Assoc.

By: _____

By: _____

Address: _____

Date: _____

Date: _____