

# Media Room or Terrace

## Reservation Application and Agreement

**EVENT:** This application and agreement is made between Fifth and Poplar Residential Condominium Owners Association ("Lessor") and \_\_\_\_\_ ("Lessee") in connection with the rental and use of the

Media Room or Fireside Terrace (Circle One) on \_\_\_\_\_, 20\_\_, from \_\_AM/PM to \_\_AM/PM for the purpose of: \_\_\_\_\_ hereafter called "THE EVENT", involving approximately \_\_\_\_\_ people.

**RENTAL FEE:** It is understood that the rental fee shall be \$\_\_\_\_\_, payable in advance. The Leased area will be considered "not in use for event" after it has been returned to the Management in the condition that it was in prior to The Event, which includes, but it not limited to:

1. Return ALL furniture to original position. Sweep floor and mop up spills. Wipe off tables and chairs, deposit all trash in outside dumpsters, and clean and stack ashtrays in proper place. All such work shall be completed prior to the opening of the management office on the day following The Event.
2. Wash and put away all utensils and equipment used. Tidy kitchen and remove all personal foodstuffs from refrigerator.

**SECURITY DEPOSIT:** Accompanying this Application and Agreement is a Security Deposit of \$200 ,which will be refunded to the Lessee, providing all terms, conditions, rules and regulations of this Agreement are satisfied and the Leased area is left in the same condition as before The Event. The undersigned, jointly and severally, hereby agrees to:

1. Release and waive all claims against management, the owners, and their respective parent corporations, subsidiaries, affiliated corporations, entities, directors, officers, employees, agents, attorneys, representatives, successors, assigns and trustees, (collectively, the "Management and Owners") to the full extent permitted by law, for death, personal injury or damage to property sustained directly or indirectly by the undersigned or anyone in any way related to or affiliated with the Lessee; and,
2. Assume complete financial responsibility for The Event and agree to indemnify the Management and Owners to the full extent permitted by law, against any and all claims, damages, and expenses (including attorney's fees) brought by any third party for death, personal injury or damage to property resulting from the use of the Media Room or Terrace.

Lessee hereby agrees that any amount which becomes due by reason of any of the provisions of this Agreement is to be deemed additional rent due under the resident lease with the Owner, subject to collection, at the Lessor's sole option, by the same means as any other claim for rent under said lease.

**It is hereby acknowledged that the undersigned have read and understand this Agreement and understand the rules and regulations as listed below and agree to abide by the same.**

**RULES AND REGULATIONS**

1. I am fully responsible for any and all damage, breakage, and inconvenience occurring during the time of my reservation.
2. It is my obligation to be present during the period of my reservation and to be responsible for the conduct of my guests during that period as well as during the time of arriving and leaving.
3. Occupancy of the Leased area is STRICTLY limited to \_\_\_\_\_persons, and shall not be used for any illegal or immoral purpose.
4. This reservation does not include the pool or its facilities and I will not allow anyone to enter the leased area in bathing suits, either wet or dry.
5. There is to be no excessive noise that is disturbing to other residents. Management reserves the right to stop an event in the case of excessive noise or other similar disturbance.
6. If alcoholic beverages are served, they are to be used in moderation and absolutely no alcoholic beverages will be served to persons under legal age.
7. No activities are to extend beyond 1:00 AM and all such activities are to be confined to the leased area, unless otherwise agreed, in such a manner as not to disturb the residents.
8. The Leased area must be paid for in advance. A reservation is not considered "confirmed" until payment has been received by Management. Cancellations must be made in writing and are subject to the following terms:
  - 1) Cancellations received prior to the 48 hour period before The Event are subject to a full refund.
  - 2) Any cancellation received with less than 48 hours notice shall be considered void and the rental fee forfeited.
9. In case of injury or serious illness of a guest, call 911 and report it to the Property Manager at the property.
10. In the case of any damage to the Leased area by a guest or Lessee, it must be reported to the Property Manager immediately.
11. The Lessor reserves the right to close the Media Room or Terrace if the activity is disturbing to other residents.
12. The Lessor shall not be held responsible in any way if the Media Room or Terrace is made unavailable for any reason. In this case, the Lessor would attempt to give as much notice as possible; however, Lessor cannot be responsible in the case where no notice has been given.

All sections of this Agreement must be adhered to or I will forfeit part or all of my Security Deposit, and further, in the event of damage not covered by the Security Deposit, I will make full reimbursement for any additional necessary repairs and costs over and above the amount of deposit..

I HAVE READ THIS AGREEMENT AND ACKNOWLEDGE THAT I FULLY UNDERSTAND THE RULES AND REGULATIONS AS SET FORTH.

DATED \_\_\_\_\_

\_\_\_\_\_  
Lessor, Fifth and Poplar Authorized Agent

\_\_\_\_\_  
Lessee, Authorized Signature