

**BARKER BLOCK HOMEOWNERS ASSOCIATION
EVENT REQUEST APPLICATION**

Homeowner Name: _____

Address in Barker Block: _____

Unit number: _____

Primary Contact Phone Number: _____

Do You Currently Live at Barker Block? Yes No

If Not, Offsite Address: _____

Date of Event Requested: _____

Event Start Time: _____ Event End Time: _____ Clean-up Completed by: _____

Reason for Event: _____

Proposed Event Location? Rooftop Pool Area Courtyard Area

Event use year-round during weekdays (Monday – Friday from 8:00 a.m. to 10:00 p.m.)
* Special Note maximum of 2 events per day totaling no more than 50 people

Number of Guests Invited:

11-25 People Facility Use Fee: \$250
Deposit: \$300
Event Insurance Required

26-50 People Facility Use Fee: \$250
Deposit: \$1,000
Event Insurance Required
Security Officer Required

Event use during Summer Season weekends (Saturdays and Sundays between Memorial Day and Labor Day from 5:00 p.m. to 11:00 p.m. ONLY) *Special Note: Maximum of 1 event per day. Events over 25 people will not be approved.

Event use during Spring, Fall and Winter Seasons on weekends (Saturdays and Sundays from 8:00 a.m. to 11:00 p.m.) * Special Note: Maximum of 1 event per day. Events over 25 people will not be approved.

No events can be scheduled on the following holidays: President's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Eve; Christmas Day; New Year's Eve; and New Year's Day

Will you be serving food? Yes No If yes: Hot Cold Both If hot

food is served, will you be heating the food at the pool area or will food be pre-heated elsewhere and only served at the pool area? _____

If food is heated at the pool area, what equipment will be used? (Please explain.)

Will you be hiring any service providers? (Caterers, Bartenders, etc.) Yes No

If yes, please explain - Including number of Staff: _____

Have you requested approval for an event in the past? Yes No

I, the undersigned agree to indemnify, defend and hold the Barker Block Homeowners Association and its officers, agents, and employees harmless and free from any liability of any nature, including but not limited to liability for damage or injury to any persons or property, cost of attorney fees arising out of, or in connection with, the use of the Barker Block HOA facilities regardless of whether the use by homeowner was actively or passively negligent, either sole or contributory in connection with such liability. I certify that I have received and read the Rules and Regulations regarding the use of this facility. I, the undersigned, do hereby agree that I will abide by the policies covering the usage of this facility, furniture or equipment caused by the occupancy of our group to the premises.

I have read and understand the Barker Block Pool Use Rules and Requirements.

Homeowner's Signature

****IMPORTANT FACILITY RENTAL RULES****

Guest Rules

Amenity areas are provided for full-time residents of the community and their permitted guests. All applicable rules above apply. The Association has the discretion to require that guests complete a waiver of liability form to protect the Association, a copy of which is attached to this Handbook. Residents must always accompany their guests when using any amenities. Owners who have leased their property are not entitled to use the amenities.

The Association reserves the right to limit, on a reasonable basis, the number of guests using the amenity areas at any given time. Individuals or groups must not occupy any portion of the amenity areas, including, without limitation, the courtyard, pool, and/or spa to the effective exclusion of others. **During the summer months (June 21st thru Sept 21st) and to ensure that the rooftop amenities are available to all residents there may be no more than four (4) guests per unit at the rooftop Amenity area on weekends/holidays. A maximum of seven (7) guests per unit will be allowed on weekdays and on weekends during non-summer months.** Any resident exceeding guest limit may be fined \$100.00 per person per occurrence after Notice and a Hearing before the Board. The only exceptions to this rule are Association sponsored or Board-approved events.

Guests must be accompanied from Lobby entrance to the event by the resident, and no doors to the building may be propped open for any reason at any time.

Special Events/Party Rules

All special events or parties must be pre-approved, in writing, by the Board. Having an event in the Common Area is a privilege, not a right. In order to request approval from the Board, a homeowner must complete and return an Events Request Application, (which can be obtained from Onsite Management Office or downloaded on the website www.barkerblockhoa.com.) The Application must be submitted to Onsite Management Office at least seven (7) days, and not more than three (3) months in advance of the event. If a tenant would like to reserve the Amenity area for an event, the homeowner/landlord must sign the application on behalf of the tenant. Owner/ tenant may not apply for an event on behalf of a non-resident, or for commercial use of any kind.

The Board reserves the right to refuse approval of any event or party for any reason. Requests for events by outside organizations or individuals that do not reside at the property will be denied. In making approval decisions, the Board may consider, among other factors, a homeowner's history of requests, and the history of complaints or noncompliance reports made against the homeowner, the homeowner's tenants, guests, invitees, family or agents.

To use the Amenity, such as the rooftop pool deck or courtyard for events or parties, the following requirements must be met:

- No Holiday reservations.
- Application must be approved by the Board of Directors.
- Parties of 8-20 people only: \$300.00 refundable deposit, \$250.00 usage and cleaning fee, Security Guard and insurance requirements dependent on event needs. During approved events or parties, HOA amenities remain open for all residents.
- Admission fees or cover charges are not permitted.
- ***Insurance***: submittal of evidence of liability insurance is required at least seven (7) days in advance of the event and as outlined in the event application. Failure to provide such proof of insurance as required herein shall result in an immediate cancellation of the event. Neither the Association nor Management shall be responsible for any damages or liability or consequential damages resulting from cancellation of the event.
- No glassware, glass containers, glass vases, china and/or porcelain plates are allowed at the pool area.
- PLEASE NOTE: Sunday-Thursday, special events/parties must end by 10:00 PM. Friday's and Saturday's special events/parties must end by 11:00 PM.
- No DJs, home stereos, clock radios or other amplification devices and/or similar services are permitted at the pool area or other amenity areas other than items pre-approved in advance, in writing, by Board in conjunction with an approved event. All noise levels, regardless of their source, must be kept to your personal area only so as not to disturb others.
- **NO SMOKING** is allowed in the common area. Violation of this rule may constitute forfeiture of the security deposit and immediate cancellation of the function, even if the event is not completed. The Association does not have any designated smoking section in the complex.
- No pets are allowed on the roof-top and at the pool area.

Homeowners are liable for all property damage resulting from the event. The security deposit will be returned after confirmation of no property damage to the facilities. If damages are noted and if the costs to repair or clean up exceeds the amount of deposit collected, homeowner will be held liable to reimburse the Homeowners Association for the cost of repair or replacement of the damaged facility and equipment. The reserving resident is responsible for returning the rented facility to its original condition (i.e. trash, food and decorations disposed of, furniture arranged in the original condition prior to event, etc.). If said area is not returned to original condition a portion or all of the deposit may be withheld (above and beyond any cleaning fee).