

RELEASE, WAIVER AND HOLD HARMLESS AGREEMENT

This Release, Waiver and Hold Harmless Agreement is being executed by _____
who hereinafter shall be referred to as "Requestor." Print Name

Whereas, Requestor desires to reserve the Turtle Rock Community Association Center for the purpose of hosting a social function;

Whereas, Turtle Rock Community Association has agreed that certain parties may reserve exclusive use of the Community Center provided they are in good standing;

Whereas, Turtle Rock Community Association desires to permit Requestor to utilize the Community Center for social activities without any obligation, liability, exposure, for any injuries to any person or to the property which may occur or which a guest of Requestor may suffer at the Community Center; and

Whereas, Requestor desires to induce Turtle Rock Community Association to permit reservation of the Community Center without exposing Turtle Rock Community Association, Inc. to any claims for the personal injury or damage to the property, and Requestor desires to waive any and all claims for injury whether to person or property in connection with said reservation.

Now, therefore, Requestor agrees as follows:

1. The above recitals are true and correct and are hereby incorporated herein.
2. The Requestor acknowledges that Requestor shall be solely liable for any damage to the property or for any injury suffered by any guest or person attending Requestor's social function.
3. By signing this Release, Waiver and Hold Harmless Agreement, Requestor hereby acknowledges that he/she is releasing Turtle Rock Community Association, Inc. from any and all liability from any injuries suffered by Requestor which may arise from Requestor reserving and using the Community Center. Requestor shall indemnify Turtle Rock Community Association, Inc. in connection with any expenses related to the enforcement of this agreement in connection with any legal proceedings whatsoever.

Requestor Signature

Date

Print Name

Address

USE OF COMMUNITY CENTER TURTLE ROCK COMMUNITY ASSOCIATION, INC. RULES AND PROCEDURES FOR THE USE OF THE COMMUNITY CENTER

Thank you for choosing your Community Center for your event. The Community Center is to be used by residents of the community in good standing who desire to have a social function at the Community Center and by the Board of Governors and Clubs of TRCA, Inc. Areas available for use inside the building include the main open area, card room, kitchen and restrooms. The outside patio is also available for your use. The two office areas are not available for schedule resident functions.

HOURS OF OPERATION: Sunday - Thursday 10am to 10pm, Friday and Saturday 10am to 11pm. When in use, the owner/resident using the facility must be present on premises the entire time of usage. Pick up a key to the Community Center a day prior to your function (Friday if weekend function). Please return the key the next business and your security deposit will be returned to you.

WHO MAY REQUEST TO USE THE FACILITY: Only Turtle Rock Owners/Residents in good standing and over the age of 21 may reserve the Center. Residents may reserve the Center for functions they are hosting; they may not reserve the Center for individuals or groups outside Turtle Rock.

SMOKING: There is no smoking inside the Community Center.

USE FEE: To reserve the Community Center for the exclusive use of a function, **a Usage Fee of \$30 per hour** will be charged, with check made out to Turtle Rock Community Association, Inc. There shall be no charge for use of the Center for Turtle Rock Board of Governors and Turtle Rock Club functions or for similar Board and Committee functions of Savannah at Turtle Rock Association, Inc. and Somerset at Turtle Rock, Inc. There shall also be no charge for social functions open exclusively to all Turtle Rock residents.

SECURITY DEPOSIT FEE: In addition to the Use fee, a flat rate **SECURITY DEPOSIT FEE OF \$300** is to be submitted to Turtle Rock Community Association to cover damages and clean-up if necessary. **Clean-up is the responsibility of the scheduling resident and must be completed by the next schedule event or by 8:00am the following day, whichever is earlier.** After the function, an inspection of the premises will be completed by the management company to determine if the Center is clean and that no damages were incurred. In the event there are charges for clean-up or damages incurred, said amounts should be itemized and deducted from the security deposit check prior to requesting a refund of the deposit.

OCCUPANCY LEVEL: The Fire Marshall has set maximum occupancy for safety in the Community Center at 99 persons.

YOUTH FUNCTIONS: Residents reserving the Center for children's activities must provide one adult resident chaperone (21 years of age or older) **per every 10 children**; chaperones are to be present during the entire length of the activity.

MUSIC REQUIREMENTS: If desired by users, outside sources of music can be provided at their expense, such as a sound system or live music. Noise levels shall be kept within the county ordinance requirements for residential areas.

MISCELLANEOUS: The Community Center will remain locked when there is not a Turtle Rock Board or Committee function or a resident function or a representative of the management company present. **Please provide an alphabetic listing of guests expected from outside of Turtle Rock (first and last names) to both gate houses.** The resident scheduling the function is responsible for securing the building after the function if the building is otherwise occupied.

LIABILITY: **The party signing the Community Center Use Request is responsible for any damage** to the Community Center, to the premises, improvements, or any personal property. Additionally, the Association has the right, but not the obligation, to require proof of Insurance in an amount deemed necessary by the Board to ensure protection of the Association and naming Turtle Rock Association, Inc as an additionally insured..

AMENITIES AVAILABLE: (3) 8' long rectangular tables, (3) 6' long rectangular tables, (4) 34" square folding card tables, (4) padded folding chairs, (5) 34" wood square folding card tables, (60) metal folding chairs, (36) upholstered chairs; Refrigerator, Vacuum cleaner, broom and dust pan, Dust mop, and Microwave.

**USE OF COMMUNITY CENTER
TURTLE ROCK COMMUNITY ASSOCIATION, INC.
RULES AND PROCEDURES FOR THE USE OF THE
COMMUNITY CENTER**

It is expected that the Community Center will be clean and that you will remove any trash following your function. In the event there are charges for clean-up or damages incurred, said amounts should be itemized and deducted from the security deposit check.

1. Please make sure **ALL TRASH** is bagged and removed from the premises after your function. **YOU MUST TAKE IT WITH YOU AND PUT IT OUT WITH YOUR REGULAR TRASHCOLLECTION.**
2. Please make sure all trash cans have new trash liners.
3. Do not set thermostat below **73**.
4. Please wipe down all tables, chairs, kitchen countertop, dust mop if needed. Spot clean any stains on the floor.
5. Please take everything with you that you brought. Remove all items from the refrigerator.
6. Empty trash bins in the men's and ladies' room.
7. There is a vacuum, dust mop, broom and dust pan in the storage closet in the Card Room.
8. Do not tape any decorations to the walls or columns.
9. Do not move area rug or table next to the area rug.
10. Turn on the night light before leaving. The switch is marked.

PLEASE KEEP FRONT AND BACK DOORS CLOSED WHEN AIR CONDITIONER IS ON

THANK YOU FOR YOUR COOPERATION