



## PONTE VEDRA BY THE SEA HOMEOWNERS ASSOCIATION

### COMMON PROPERTY RESERVATION POLICY

1. Only **ADULT** (21 years old or older) association members may reserve common facilities. Homeowners who have lost their right to use recreational facilities for non-payment of Association assessments, violations of covenants/restrictions, outstanding liens, 30 day pending notices to cure, or any other reason deemed necessary by the Board of Directors, will not be permitted to reserve the common facilities.
2. The association member making the reservation must at all times supervise and be present at the function. **Unsupervised minors (under 21 years of age) are not permitted on the common property at any time.**
3. If **alcoholic beverages** are brought and/or served at the event, they are **not to be consumed or served to anyone under the age of 21**. The homeowner sponsoring the event will be held responsible for ensuring compliance with this provision.
4. Ponte Vedra by the Sea Homeowners Association, its Officers and Directors assume **NO LIABILITY** for any negligence of Association members, invitees, or guests, any lost, stolen, damaged items, or any injuries incurred by such negligence.
5. Bring trash bags with you to collect your trash. **You must take all your trash with you when you leave the facility.**
6. It is the responsibility of the association-reserving member to ensure that guest vehicles are **not parked on the grass areas**. Any vehicle found parked on a grass areas will result in **a loss of the deposit and the vehicle will be towed at the expense of the reserving party.**
7. Any infraction of the **“Common Property Reservation Agreement”** and/or **POLICY** guidelines will result in the loss of the deposit and the loss of your privileges to utilize the common facilities for period of time as determined by the Board of Directors.



## PONTE VEDRA BY THE SEA HOMEOWNERS ASSOCIATION

### UTILIZATION OF COMMON PROPERTY AGREEMENT

In consideration of being allowed to hold an event on the Ponte Vedra by the Sea Homeowners Association's common facilities, I agree to abide by the provisions as set forth in the "***Common Property Reservation Policy***" and I have signed and returned to the Association the "***Utilization of Common Property Agreement***", the "***Indemnification and Hold Harmless Agreement***" and a ***current certificate of insurance naming the Association as an additional insured.***

I acknowledge that I have read copies of all policies and agreements relating to the use of the Association's common property and that I have all policies in my possession.

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Home telephone number

\_\_\_\_\_  
Work telephone number

Date reserved: \_\_\_\_\_

Function \_\_\_\_\_

Number of guests attending function \_\_\_\_\_

Time reserved: start time \_\_\_\_\_ end time: \_\_\_\_\_

Deposit Check: # \_\_\_\_\_ for \$100.00 (refundable)

\_\_\_\_\_  
Signature of Homeowner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of PVBTS Representative

\_\_\_\_\_  
Date



Date:

To: Ponte Vedra By The Sea Homeowners Association, Inc.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of Ponte Vedra By The Sea Homeowners Association, Inc. ("Association") permitting the undersigned use of its common property ("property"), the undersigned hereby agrees to indemnify and hold you, your successors and assigns harmless from and against all liability, loss, damage or expense, including reasonable attorney fees, which you may incur or sustain by reason of the undersigned's use of your property.

To assure undersigned's ability to fulfill this obligation, undersigned shall maintain general liability insurance in the minimum amount of One Million dollars (\$1,000,000), and file with the Association a current certificate of the required insurance providing a 30 day advance written notice of cancellation. Such insurance shall (a) name the Association as an additional named insured as it relates to activities conducted by the undersigned on the property and (b) be issued by a company or companies authorized to do business under the laws of the State of Florida and acceptable to the Association. Evidence of compliant insurance is attached hereto.

Dated: \_\_\_\_\_