

## GAZEBO RESERVATION EXPECTATIONS/TERMS AND CONDITIONS

I further understand and agree to all of the following terms and conditions:

1. Homeowner/Resident must be current with payment of Association Dues.
2. The gazebo and pool at Markley Farm is part of the common areas of Markley Farm Subdivision and I am bound to its rules and regulations.
3. Event guest count shall not exceed fifty(50) unless written permission is granted by the MFHOA Board of Directors. Events larger than fifty(50) guests without written permission will be shut down immediately and no refund shall be given.
4. The event/reservation group should limit themselves to a specific section of the pool and limit the use of pool furniture during regular pool hours(9:00 AM - Dusk) so that tables and chairs are available to other homeowner/residents.
5. Homeowner/Resident agrees to abide and inform their guests that the fenced in pool area and gazebo is a NON SMOKING/VAPING facility.
6. Reservations are made on "First come-First served" basis, and if the requested date is not available Homeowner/Resident will be contacted to choose another date.
7. Homeowner/Resident and their guests will have sole use of the gazebo during the reserved time, but will share use of the swimming pool and parking lot with any other MFHOA members) who may be present. Your guests may not take over the pool or encourage Homeowners/Residents to leave.
8. Music MUST end by 10:00PM and your event MUST end by 11:00PM
9. Homeowner agrees to be responsible for their guests and must be present with their guests during the entire time stated above.
10. Guests have use of the facilities only during the time stated above and only if **Homeowner/Resident is present.**
11. Homeowner/Resident agrees to keep the gate to the pool closed at all times. The pool is fenced and gated for the safety of Homeowner/Residents and their guests. Propping open the gate could result in the loss of pool privileges.
12. Homeowner/Resident agrees to be responsible for the gazebo/pool during the reserved time and will do everything in their power to stop any behavior which could cause damage within the enclosed pool area or call 911 if necessary.
13. Homeowner/Resident further agrees that any and all damages, regardless of the circumstances, are the responsibility of Homeowner/Resident. Homeowner/Resident agrees to pay for any damages, if they occur, to the area during the reserved time. If damage occurs and Homeowner/Resident does not pay for damages then the MFHOA will take appropriate legal action.
14. Homeowners/Residents who rent the Shelter are responsible for cleaning the gazebo and/or pool area when they are done, removing all trash and debris, taking down decorations and tape and putting table and chairs back to where they were found. **Homeowner/Resident agrees to pay for any cleaning in excess of the deposit, if required.**
15. Cleanup is to be completed before you leave the pool area.
16. The MFHOA representative will inspect the facilities after use by Homeowner/Resident and guests. If no damage is visible then the MFHOA will shred the deposit check.