



MAINSTREET COMMUNITY SERVICES ASSOCIATION, INC.
PAVILION USAGE AGREEMENT

RESIDENT NAME _____

ADDRESS _____

MOBILE AND/OR HOME PHONE _____

DATE/TIME/TYPE OF FUNCTION _____

PROPERTY ACCOUNT # _____

SET UP/CLEAN UP TIME _____ # OF PEOPLE _____

1. The cost of renting the Pavilion for exclusive usage by Homeowner is a flat rate of \$175.00. Rental fee is payable by certified funds only: money order or cashier's check. No personal checks accepted.
2. Neither the landscaped area of the Pavilion or street parking along Mainstreet Park Drive will be littered by homeowner or their guests to excess. Homeowner will personally be responsible for cleanup of these areas at the conclusion of the rental.
3. Music shall be permitted so long as it is played at a reasonable decibel level. Music must cease at 11:00 pm, according to DeKalb County's Noise Ordinance.
4. *There is no electrical service at the Pavilion.* Homeowner is responsible for renting a generator to provide power for services such as deejay music, lighting, bouncy houses, etc.
5. All DeKalb County parking regulations governing Mainstreet Park Drive must be adhered to. Parking is allowed on *the playground side of the road ONLY* where signs are posted. NO vehicles can be parked on the other side of the street, as it creates a traffic hazard. Cars parked there are subject to towing at the owner's expense by Chancy Towing Service as noted on the posted signs.
6. Homeowner is responsible for removing ALL trash and debris from the Pavilion area and transporting it to the Clubhouse dumpster at 5001 Mainstreet Park Drive at event's conclusion.
7. Homeowner and all guests must leave the Pavilion area by 11:00pm at the latest. This includes cleaning up and removing all rental materials/debris from the area by the deadline time.
8. Homeowner may cancel the rental by providing a written notice within 21 business days prior to the event date for a full refund. Cancellations made 7-20 business days prior to the event will be refunded at 50%. Cancellations occurring six days or less will forfeit the rental fee entirely.
9. Homeowner association fees must be current at the time of reservation and rental date.

DATE _____

SIGNATURE _____

MANAGEMENT USE ONLY

FACILITY USAGE FEE: \$ _____ DATE _____

**APPLICATION FOR RESERVATION
MAINSTREET COMMUNITY PAVILION**

In consideration for Mainstreet Community Services Association, Inc. (hereinafter referred to as MCSA) allowing exclusive use of the Pavilion picnic/recreation areas by the undersigned, (hereinafter referred to as "Homeowner," _____) verifies that I am a member in good standing of MCSA. Homeowner and MCSA (hereinafter referred to as "The Parties") agree to the following:

1. **Usage/Fee.** The Parties agree that the Pavilion is for the private usage by individual homeowners of MCSA. Homeowner, in making the reservation to use the Pavilion, agrees to sign all necessary documents, pay the \$175.00 usage fee due at least thirty (30) days prior to the event in certified funds (money order or cashier's check only), and be present during the entire event.
2. **Purpose.** Homeowner is renting the Pavilion for exclusive use by their invited guests for the purpose of _____, which will be attended by no more than _____ people in total.
3. **Responsibility.** Homeowner assumes all responsibility, risks, liabilities, and hazards incidental to the activities applied for (including, but not limited to, the serving of alcoholic beverages), and hereby releases and forever discharges MCSA, its officers, directors, and staff; all claims costs, causes of action, and liability for personal injury or death and damage to or destruction of property arising from Homeowner use of the Pavilion picnic/recreational grounds and its appurtenances are also released and forever discharged.
4. **Indemnification.** Homeowner agrees to indemnify and hold harmless MCSA Board, employees, agents, and members, present, past, and future, from any and all charges, claims, costs, causes of action, damages and liabilities (including but not limited to attorney's fees) for any and all injuries to either person or property, suffered by Homeowner, family members of the Homeowner, employees, agents, servants, guests, invitees, any member of MCSA or any other person which arises from or is in any way related to the above activity, rental, or use of Pavilion.
5. **Attendance and Responsibility for Guests.** Homeowner agrees they will personally be in attendance at the Event at all times, including but not limited to overseeing setup of Event until the time the premises are vacated. Homeowner agrees and represents that the Pavilion will be used for lawful purposes only, and that if any conduct at the Event violates federal, state, or local laws or ordinances or violates MCSA's Declarations, By-Laws, or Rules and Regulations. Homeowner's rights to use the Pavilion under this Agreement shall terminate and MCSA shall have the right to take possession of the Pavilion and instruct Homeowner's guests to leave. Homeowner accepts all responsibility for the behavior and actions of all persons present at, attending, or in any other way related to Homeowner's event and agrees to be personally responsible for causing all such persons to comply with all aspects of this Agreement.
6. **Alcohol.** Homeowner assumes all responsibility, risks, liabilities and hazards Incidental to the activities applied for (including but not limited to the serving of alcoholic beverages) and hereby releases and forever discharges MCSA, it's officers, board members, employees, agents, and members present, past and future, from any and all claims, costs, causes of action, and liability for personal injury or death and damage to or destruction of property arising from Homeowner's use of the Pavilion and its appurtenances. If alcoholic beverages are being served, Homeowner agrees to be responsible to ensure that persons under twenty-one (21) years of age are not served. Homeowner understands and agrees that all alcoholic beverages must be removed immediately from the Pavilion by the end of event.

7. **Damages.** Homeowner understand and agrees that any and all violations of this Agreement, including but not limited to Code of Conduct violations or damages resulting to the Pavilion, its contents, or any other portion of MCSA's property from any actions of the Homeowner or any actions of persons present at or attending or in any other way related to the Event will incur additional fees added directly to the homeowner account and become due and payable immediately thereafter. Unpaid damages or excess cleaning fines will accrue late fees and interest until paid by the Homeowner to bring the account current after placement of said excess cleaning and/or damages fines. On behalf of MCSA, the current Management Company will provide to Homeowner, within fourteen (14) business days after Event, a notice listing the full costs of all damages explaining details and fees assessed as a result of the damages. An itemized bill for services will be included, if applicable. Homeowner agrees that all fees and expenses incurred by MCSA as a result of use of the Pavilion under this Agreement shall be considered an assessment and constitute a lien against the property of Homeowner and shall be fully collectible in the same manner as the assessments, as authorized by MCSA's Declaration of Covenants, Conditions and Restrictions (CCRs).
8. **Chaperone.** Homeowner agrees that adult-chaperones over the age of twenty-five (25) are required at all parties when the guests are under the age of seventeen (17). Homeowner understands no alcoholic beverages will be served to or consumed by guests under the age of twenty-one (21) anywhere on the Pavilion premises.
9. **Failure to Adhere.** Failure to adhere to one or any of the requirements of this Agreement, including but not limited to the stated time limit for which the Pavilion has been reserved, will constitute a breach of this Agreement and may result in forfeiture of the Homeowner's access to MCSA amenities. Failure to adhere to one or any of the requirements of this Agreement may also prevent Homeowner from renting the Pavilion in the future.
10. **Cancellation.** Homeowner may cancel the Agreement by providing 21 business days' written notice prior to the Event. Reservations canceled in this manner will not incur a penalty, and the entire facility fee will be refunded within 14 business days of said written request for event cancellation. If written cancellations are made 7-20 business days prior to the Event, Homeowner understands and agrees that 50% of the fee will be reimbursed. For cancellations less than six (6) business days prior to the event, the entire facility fee will be forfeited. The event can, however, be rescheduled to a future date using the same funds *if* the rescheduled date occurs within the same calendar year as the original rental date.
11. **Assignment.** Homeowner may not assign or transfer its rights or obligations under this Agreement at any time or for any reason.
12. **Independent Parties.** Nothing in this Agreement shall be construed as creating a joint venture partnership, agent or employment relationship between The Parties.
13. **Agreement/Amendments.** This Agreement represents the entire agreement between The Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, written or oral, of every sort.

The duly authorized representatives of The Parties have executed this Agreement (with copy provided to Homeowner) as evidenced below.

Homeowner

MCSA Representative

Homeowner(s) Signature

MCSA Representative Signature

Print Name

Print Name

Address

Title

Mobile Phone /Work Phone

Date

Date

Mainstreet Community Services Association, Inc. ® Pavilion Usage Agreement

Homeowner Initials _____/MCSA _____