

CHERRY HILL VILLAGE HOMEOWNERS ASSOCIATION-CHVHA RESIDENT'S APPLICATION-RESERVATION FOR USE OF PARKS

Any Co-owner wishing to reserve one of Parks must complete this Resident's Application for use of the Parks and submit it to the Management Company of the Association.

CO-OWNER(S) NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

HOME PHONE: _____ **CELL:** _____

REQUESTED RESERVATION DATE: _____

REQUESTED RESERVATION TIME FROM: _____ am/pm **TO:** _____ am/pm

REQUEST PARK (Please place an "X" in front of desired Park)

- _____ **Abigail Adams Park (Large Park) Roosevelt St. and Jackson Lane**
- _____ **Eleanor Roosevelt Park (Small Park) Roosevelt St. and Hancock St.**
- _____ **Martha Washington Park (Mulch Park) Constitution St. and Hancock St.**
- _____ **Lady Bird Johnson Park (Gazebo Park) Constitution St. and Monroe St.**
- _____ **Grant St. Park (Pergola Park) Grant St. Between Adam's St. and Reagan St.**
- _____ **Other Parks** _____

TOTAL NUMBER OF PEOPLE EXPECTED AT FUNCTION: _____

PURPOSE OF FUNCTION: _____

MISREPRESENTATION OF THE PARKS USE VIOLATING CITY, STATE, OR FEDERAL LAWS WILL RESULT IN THE FORFEITURE OF ALL SECURITY DEPOSITS AND MAY ALSO RESULT IN PENALTIES OR OTHER ACTIONS BEING IMPOSED BY THE ASSOCIATION.

For Administrative Purposes ONLY

Date Received Reservation Application: _____

Reservation Application Approved: _____ Disapproved: _____

Date/Signature of Association Representative: _____

Security Deposit Check # _____ Received Date: _____

Pre-Event Inspection Date/Signature: _____
(Attach necessary notes regarding park condition)

Post-Event Inspection Date/Signature: _____
(Attach necessary notes regarding park condition)

Refund Amount/Date of Security Deposit: _____
(Attach notes regarding any charges/damages)

Cancellation Date (if applicable): _____

CHERRY HILL VILLAGE HOMEOWNERS ASSOCIATION

PARK RULES AND REGULATIONS

In order to maximize the usefulness of the CHERRY HILL VILLAGE PARKS for all Association Members, it is necessary to maintain the following Rules and Regulations:

Reservation:

- 1) Parks are available for private parties of Association Members of CHVHA and Reserves only and of their immediate families living with them. The Parks may not be reserved for any organized groups or functions and may not be used for commercial purposes without consent from CHVHA.
- 2) Association Members reserving the Park shall be responsible to the Association for adherence to all Rules and Regulations by themselves, their families and guests and are directly responsible to the Association for any damage done to the Park facilities by themselves, their families or guests.
- 3) A reservation for the park requires a security deposit of \$100.00 (refundable), a **total deposit of \$100.00, payable in advance.**
 - a. An inspection of the premises will be made, by an Association Representative or Site Manager, before and after the reservation period. If it is determined that the Park has suffered no damage as a result of the reservation period, the security deposit will be returned. If it is determined damage has occurred as a result of the rental period, the security deposit will be forfeited and the applicant agrees to pay all expenses and charges incurred by the Association in restoring the premises.
 - b. Any company that would be performing any tent setup must have their insurance carrier/agent supply a Certificate of Liability Insurance. **The reserving Association member must provide the same sort of Liability Insurance.** Any company that would be performing any and/or operation of any recreational equipment such as, Bouncy House, Rock Climbing, Water Slides, Pools, etc. or items or anything that could result in personal injury or property damage must have their insurance carrier/agent supply a Certificate of Liability Insurance. It must name "Cherry Hill Village Homeowners Association" as an additional insured. The certificate holder should be stated as:

c/o Herriman & Associates, Inc.
41486 Wilcox Rd.
Plymouth, MI 48170-3104

It can be sent to the following email address: drorabacher@herriman.net or
jmcduff@herriman.net

- 4) Full setup and tear down, including the removal of all equipment, decorations, and trash, must be completed within the requested and allotted reservation time. If tear down cannot be completed in the reservation time it must be completed by the following day 12pm, or must arrange with Site Manager.
- 5) Co-owners must contact Site Manager 2-3 days prior to the event to have the Lawn Irrigation shut off before the event. Site Manager's office number 734-495 0505.
- 6) A "Private Party" signs must be posted in proximity to the reserved use area (supplied by association) during the event. The "Private Party" sign must be returned to Herriman & Associates office or Contact Site Manager to set up appointment to be picked up.
- 7) Association Members shall be responsible for leaving the Parks in the condition in which it was before the event. Any extra cleaning charges or repairs to turf or lawn irrigation will be deducted from the security deposit.
- 8) Park reservations do not include the exclusive use of the Gazebo, Pergola or Playground Areas.
- 9) Reservation times are: Monday thru Thursday 9:00 a.m. to 9:00 p.m.
Friday and Saturday 8:00 a.m. to 11:00 p.m.
Sunday 9:00 a.m. to 9:00 p.m.

There will be no reservations on Holidays. This includes New Year's Eve, New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

- 10) You must complete the Park Reservation Agreement and drop off /mail it to Herriman and Associates with the deposit check (made out to CHVHA) at:

Herriman and Associates, Inc.
41486 Wilcox Road
Plymouth, Michigan 48170-3104

Applicant is responsible and agrees to the following:

- 1) The Co-owner sponsor will attend to the parking of guests. Parking is available only on the designated side of the street; the co-owner will be responsible for handling any parking disputes with other co-owners with properties adjacent to the park or other areas in CHV. **No vehicles are allowed on the park turf at any time.**
- 2) To be responsible for the behavior of themselves, their family members and their guests. The association member will physically be present at the event during the entire period of use.
- 3) The co-owner sponsor will prevent an unreasonable amount of noise after 9 p.m.
- 4) To unconditionally indemnify, defend same and hold association harmless from any claim, action and/or injury or damage that may arise out of or related to the privileges given to Applicant under this Agreement, including all costs and reasonable attorney fees incurred by Associations to enforce this writing.

Discretion of Association:

Applicant agrees that the question of satisfactory restoration of the premises and the assessment of expenses, charges and fines shall be determined in the sole reasonable discretion of Association.

Agreement:

Applicant agrees to the terms of this Application by signing below.

I (WE) HEREBY RELEASE CHERRY HILL VILLAGE HOMEOWNERS ASSOCIATION, THEIR EMPLOYEES AND AGENTS FROM ANY RESPONSIBILITY WHATSOEVER FOR ANY PERSONAL INJURIES (INCLUDING DEATH) AND ANY AND ALL DAMAGES TO THE PARK AND THEREOF (INCLUDING LOSS OF USE) RESULTING FROM AND/OR ARISING OUT OF SUCH USE. I (WE) SPECIFICALLY AGREE THAT I (WE) WILL HOLD THE ASSOCIATION HARMLESS FROM ANY AND ALL CLAIMS OR DAMAGES ARISING OUT OF MY (OUR) USE OF THE PARKS, INCLUDING THE ASSOCIATION'S FACILITIES AND CONSUMPTION OF ALCOHOLIC BEVERAGES.

I (WE) HAVE FURTHER READ THE PARK'S RULES AND PROCEDURES AND AGREE THAT WE WILL ABIDE BY ALL THE RULES ESTABLISHED FOR THE USE OF THE PARK. I (WE ALSO AGREE THAT I (WE) WILL LEAVE THE PARK IN GOOD CONDITION AND SPECIFICALLY RESTORE THE PARK TO ITS CONDITION PRIOR TO MY (OUR) USE. IT IS ALSO UNDERSTOOD THAT ALL SETTING UP OF EQUIPMENT, TAKING DOWN AND CLEANING WILL BY OUR RESPONSIBILITY BEFORE LEAVING THE PARK.

I AGREE TO ABIDE BY AND OBSERVE ALL LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS WHILE USING THE COMMUNITY'S FACILITIES.

CANCELLATION POLICY: The security deposit is refundable if cancellation is made prior to the reserved event.

SIGNATURE of APPLICANT: _____ DATE: _____

PRINT NAME: _____

SIGNATURE OF ASSOC. REP: _____ DATE: _____