



## **Amenity Rental Rules**

Two Sunset Pointe gazebo at the Dawn Mist Amenity Center may be reserved for parties by Two Sunset Pointe homeowners **ONLY**. Each party rental is limited to **30 people**. Party rentals will also be allowed at each of the four pools; however, **the entire pool is always open to Two Sunset Pointe residents**. Only four guests per household are allowed in the pool area without an approved reservation.

No parties are allowed on days that the Social Committee has an event or major holidays.

Party dates will be reserved on a first-come, first-serve basis. Parties will not be “put on the calendar” until this agreement is signed, and checks are received.

**Please make (2) separate checks payable to: Two Sunset Pointe HOA.**

- A. A **\$100.00 refundable deposit** is required. Failure to leave the area(s) used during your party in a clean, damage-free manner, or violation of the below rules may result in the forfeiture of this deposit. If there are no issues resulting from the rental, the \$100.00 deposit check will be destroyed within five days of the event.
- B. A **\$25.00 non-refundable** usage fee is required. Reservation times are limited to a **maximum of 3 hours**. The reservation does not include the entire Amenity Center.
- C. A maximum of **30 attendees** is permitted.
- D. A maximum of 2 parties per day will be allowed at each pool. Please note: **The entire pool is always open to residents.**
  - 1. It is your responsibility to **provide your own trash bags and remove your trash from the area**. **DO NOT** use the trash cans provided at the gazebo or the common areas to dispose of your party trash.
  - 2. All streamers, crepe paper, or any other decorations, tape, etc. must be completely removed. Only 3M Command Strips or Blue Painters tape may be used to hang decorations. **The use of staples, tacks, or nails is prohibited.**
  - 3. No smoking or alcohol is allowed.
  - 4. **Food is not permitted in the pool area**, except for snacks as outlined in the Pool Rules.
  - 5. Cancellations made less than five business days in advance, may forfeit your deposit.
  - 6. No pets will be permitted inside the pool area.
  - 7. The staff will perform a walkthrough of the area to ensure there are no damages, and check that the required cleanup was performed.
  - 8. Any illegal activity or noncompliance of rules will result in immediate termination of the reservation, loss of security deposit, fines, fees, and/or loss of amenity privileges, including, but not limited to, amenity center access and/or future rentals.



**Amenity Rental Agreement**

Pool Only: Dawn Mist Leisure Lane Seabrook Bahia Rio

Gazebo Only: Dawn Mist Leisure Lane

Pool and Gazebo: Dawn Mist Amenity Center

Type of Event: \_\_\_\_\_

Homeowner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Reservation Date: \_\_\_\_\_ Event Time: \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM

Total # of Guests: \_\_\_\_\_ Over 18: \_\_\_\_\_ Under 18: \_\_\_\_\_

I acknowledge that I have read and agree to adhere to all guidelines outlined herein. I understand that the area(s) must be returned to the same condition prior to leaving at the end of my event.

I understand that any non-compliance of these conditions and/or governing documents of the community may be subject to loss of security deposit, fines, fees, and/or loss of amenity privileges, including, but not limited to, amenity center access and/or future rentals.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please contact the Association Office if you have any questions about your reservation.**

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**Office Use Only:**

Date Deposit and Fees Received: \_\_\_\_\_

Check #: \_\_\_\_\_

Check #: \_\_\_\_\_



## Waiver and Release of Liability and Use Agreement

I hereby acknowledge that I \_\_\_\_\_ (please print name) or my child(ren) (hereinafter referred to as "User") shall make use of the pool, amenity center, or other common area facilities ("Facilities") which are owned by Two Sunset Pointe, Inc. (the "Association"), and (if applicable) privileges, activities or services whatsoever being offered by Two Sunset Pointe ("Provider") **FREELY, VOLUNTARILY, AND AT YOUR OWN RISK**. Moreover, the User hereby agrees and acknowledges to engage in any classes, contest, game, function, exercise, competition, or any other activity operated, organized, arranged, or sponsored by the Provider or Association, either on or off the Association's premises **AT OUR OWN RISK**.

User assumes all responsibilities, risks, liabilities, and hazards incidental to the holding of function or activity at the Association's Facilities and irrespective of any acts or omissions by the Associate or its agents, including managing agent, whether negligent, intentional or otherwise, User releases and forever discharges the Association, its officers, directors, employees, agents, and members past, present and future, and agrees to defend, indemnify, and hold the same harmless, from and against any and all losses, expenses, liens, claims, demands, and causes of action of every kind and character for personal injury, death, property damage or any other liability damages, fines or penalties, including costs, attorney's fee, and settlements, resulting from any act performed by or omission by User, User's guests/invitees, arising out of or in connection with the use of Association's Facilities.

The association shall have the right and option to terminate this Agreement and require User, User's guests/invitees to leave the Association's Facilities immediately should the Association's agent determine, in his or her sole judgment, that the conduct of such person using the Association's Facilities endangers the health or safety of any person, constitutes a threat to any property or violates federal, state, or local laws or ordinances of the Association's rules and regulations. User hereby agrees to comply with federal, state, or local laws or ordinances governing User's use of the Association's Facilities and all rules promulgated by Association.

TSP Address \_\_\_\_\_

Name (Please Print) \_\_\_\_\_

Signature \_\_\_\_\_

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