

**PRESCOTT PARK HOMEOWNERS ASSOCIATION
GAZEBO USE AND RENTAL AGREEMENT**

1. The Prescott Park Gazebo is available for rental to Homeowners. A One Hundred Dollar (\$100) deposit is required, which will be refunded upon approval of the Board of Directors.
2. Rentals to non-owner residents must submit a request to use the Gazebo through the property owner. The Board of Directors must receive a written request from the owner. Both Owner and Board of Directors reserve the right to approve or disapprove such request.
3. A rental reservation must be made at least 15 days in advance of rental, either by written request to the management company or by personal request.
4. Rental is for the Gazebo only. The park area cannot be excluded to other Prescott Park residents.
5. The party renting the Gazebo must be in attendance at the Gazebo at all times while it is in use.
6. Rental hours are: Monday through Sunday 7:00 AM to 10:00 PM
7. The renter is responsible for all clean up and removal of all trash to the homeowner/renters property.
8. Cost of repairs/replacements (including cost of labor and materials) due to negligence, misuse or misconduct will be the responsibility of the renter.
9. Anyone falsely renting the Gazebo in their names for someone who is not a homeowner or resident of Prescott Park will forfeit the deposit.
10. The Board of Directors or its agent has the right to refuse rental, cancel a rental, or close down any rental activity in progress, which deems inappropriate or detrimental to the welfare and safety of the Prescott Park Community and its residents.
11. A designated Board member or the Community Management Company will refund the rental deposit only after an inspection of the facilities.
12. Deposit must be made to the management company at least 10 days before usage.
13. Any large play equipment to include, but not limited to, inflatables provided by the property owner or community resident for the reserved function or event requires a signed liability waiver submitted with the gazebo area rental reservation application.

For inquiries regarding the use of the Gazebo, please contact Colonial Property Management at 702-458-2580. Any violation of the rules may result in the Board of Directors levying a penalty against the property of the responsible owner.

PRESCOTT PARK HOMEOWNERS ASSOCIATION

C/o Colonial Property Management 8595 S. Eastern Ave. Las Vegas, NV 89123

Telephone (702) 458-2580 ** Fax (702) 458-2582

GAZEBO RENTAL CONTRACT

I, _____ as a homeowner and/or resident (with owner's permission) of the Prescott Park HOA located at _____

_____ have

(ADDRESS & TELEPHONE NUMBER OF PROPERTY OWNED)

read and understand the Prescott Park HOA Gazebo Rules and Regulations and hereby agree to abide by them.

The use of the Gazebo by the Owner shall commence at: _____ am/pm on _____, 20____ and shall terminate at _____ am/pm on _____, 20____.

The use of the Gazebo shall be limited to the following activity:

The total number of the Owner's family members, employees, guests, and invitees shall be limited to _____.

Please check **Yes** _____ or **No** _____ if you will be using any large play equipment to include, but not limited to, inflatables. The HOA requires a signed liability waiver submitted with the gazebo area rental reservation application.

Owner acknowledges that the use of the surrounding park can be used, but not excluded from other Prescott Park Homeowners.

Renter hereby agrees to all provisions specified herein as a condition of my rental of the Prescott Park Homeowners Association Gazebo located in the center of the community. Rental day is defined as the date and time the renter takes possession of the facility between the hours of 7am – 10pm on the date of the rental.

RENTER AGREES TO:

DEPOSIT - \$100.00

PROVIDE continuous supervision & control over all activities of guests/visitors by Me and/or Spouse; PAY for the repair or the replacement cost for any damaged or lost equipment, facility, or property caused by any action or inaction by me or my guests while using the Prescott Park Gazebo; Owner agrees to return the Gazebo in a clean condition and shall be responsible for any janitorial services or maintenance services required as a result of the Owner's exclusive use of the premises.

PARK vehicles only in authorized areas and not block, hinder, or interfere with resident entry/egress routes or emergency response vehicle route/access; and ENSURE my guests and I observe and comply with all Rules and Regulations, By-Laws, and CC&R's of the Prescott Park HOA (including but not limited to parking of vehicles, quiet hours) and pay such fine(s) that may be imposed for each violation.

Owner specifically acknowledges that consumption of alcoholic beverages by Owner, his/her representatives, family members, heirs, personal representatives, guests, invitees, employees, and/or contractors shall be the sole responsibility of Owner whether or not the same is provided by the Owner or others.

Owner agrees to indemnify and hold harmless the Prescott Park HOA, its officers, its members, agents and representatives and the Association's Management Company, its officers and employees from any injuries, claims of injuries, deaths, damages caused and claims of any nature whatsoever resulting directly or indirectly from the consumption of alcoholic beverages during the dates and times hereinabove written.

Signature: _____ Date: _____

For Office Use Only

Acknowledgement of Receipt of Deposit:

Deposit Amount Received: _____

Check/Money Order# _____

On _____, 20__ the undersigned authorized agent of the Association inspected the Prescott Park Gazebo. Cleaning or repairs are as noted below.

Association: _____ Owner: _____

Authorization to Release Deposit:

Colonial Property Management
8595 S. Eastern Ave. Las Vegas, NV 89123
Phone: 702-458-2580 Fax: 702-458-2582

Notes: _____

