

**For Office Use ONLY**

Use Fee Check # \_\_\_\_\_ Date Received/Posted: \_\_\_\_\_ / \_\_\_\_\_ Event Date: \_\_\_\_\_

Deposit Check # \_\_\_\_\_ Date Received/Refunded: \_\_\_\_\_ / \_\_\_\_\_ Key/CARD # \_\_\_\_\_

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**TRINITY OAKS  
FACILITY RESERVATION AGREEMENT**

Event Date: \_\_\_\_\_ Event Time: \_\_\_\_\_

Homeowners Name: \_\_\_\_\_

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

Email\*: \_\_\_\_\_ Phone: \_\_\_\_\_

Type of Event: \_\_\_\_\_ Guests (25 guests): \_\_\_\_\_

**GROUPS OF 5 OR MORE – USE CRITERIA**

**Please read before Proceeding:** The Owner of Record must be in good standing with assessments and violations, in accordance with state law, to use/reserve/lease the Association’s amenity facility. **Notice to Tenants:** Because each Owner of Record is responsible for their Tenant(s), DAMC requires the Owner’s authorization in writing or via email allowing their Tenant(s) to use the Association’s facility. The Resident must show Photo ID and proof of residency reflecting their name and address at the Association.

Any resident wanting to take 5 or more guests to the pool must obtain advance Board approval, at least one week before the desired use date. The guest limit is 25. Each use occurrence requires advance Board approval. The Board’s approval does not constitute a “reservation” of the pool facility, and the Association and DAMC reserve the right to revoke any owner/resident event at any time, for any reason. Resident must complete and return this form to DAMC, and DAMC will inform the resident of the Board’s decision.

**RESIDENT’S ACKNOWLEDGMENT & INDEMNIFICATION AGREEMENT**

**Resident’s Acknowledgment of Stipulations and Responsibility, and Indemnification Agreement:** This agreement is made between TRINITY OAKS Homeowners Association, Inc. (hereinafter referred to as "the Association") and the owner/tenant resident (hereinafter referred to as “Resident”) named herein. For and in consideration of the permission of the Association for the Resident to use the association's property (the Facility), Resident acknowledges and agrees to read, understand and fully comply with the entire rental stipulations and criteria stated herein as well as the rules and regulations governing use of the facility, and Resident acknowledges that Resident’s family members and guests must also comply. Resident agrees to assume full responsibility for the actions of self and all family members/guests.

Resident acknowledges and agrees to RELEASE, INDEMNIFY and HOLD HARMLESS the Association and DAMC and each of their agents, employees, directors, officers, contractors, and members from any and all liability of any nature or kind including death, costs, claims, damages and suits which may occur as a result of the Resident, Resident’s family and/or guests using the Facility. This includes but is not limited to falls, slipping, accidental drowning or any other incidents, loss of personal property, injuries or death arising from or connected with the use of the Facility even if caused in whole or in part by the negligence of the Association, DAMC, or any of their directors, members, officers, agents, employees, contractors, licensees or volunteers.

Additionally, Resident acknowledges, accepts and agrees to comply with all of the following: The guest limit of **25** will not be exceeded. **Use of the pool and it’s appurtenant areas is for NON-EXCLUSIVE use; therefore, other residents are**

**NOT limited or restricted from using the Pool during your reservation period/use.** Resident must be present at all times. Resident must ensure that all guests park in the appropriate parking spaces; otherwise, vehicles will be towed at owner's expense. Resident must remove and properly dispose of guests' trash from the Facility area(s). Further, Resident must restore the Facility and appurtenant areas (including furniture, etc. as applicable) to their proper condition and setup. Resident agrees to immediately pay for and/or reimburse the Association for any cleaning/repair/replacement costs incurred by the Association following the resident's and their guests' use of the facility.

**Homeowners Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**DAMC Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_