

COMMON AREA PHOTOGRAPHS AGREEMENT

Each association household (lot) is permitted to bring five (5) guests within a given time to the park area with no additional charge. A MAXIMUM of thirty (30) guests will be allowed to photograph in the PARK AREAS ONLY. However, the reservation will be subject to a \$40.00 deposit fee for guests six (6) through thirty (30) to ensure park clean up and a guest list provided at least one (1) week prior to the reservation date. Only three (3) Reservations of thirty (30) guests will be allowed per day. Park use of up to five (5) guests is at no charge.

Resident Name: _____ Date and Time of Reservation: _____

Property Address: _____

Phone # _____ Card # _____

Number of Guests: _____ Deposit Paid: _____

Guest List Provided: _____ Event Time: _____

1. Six (6) through thirty (30) guests will require a deposit of \$40.00 (check only) to ensure park cleaning and a guest list provided at least one (1) week prior to the reservation date.
2. I agree this is for the park areas only and will not include the use of the pool area, paddle boats, fishing boats or lake for any of my guests. This includes any homeowner that may be a guest at the time of the photography.
3. I agree that my guests must park outside of the gates and I will be responsible for their entry to the park area. This means meeting them at the walk-through gate to let them in.
4. I agree to leave the park area in the same condition as prior to use and may only use the park area for lawful purposes. I will be charged for any repair and/or cleanup if damage or trash is left.
5. I understand that their use of the park area is non-exclusive and that other Association residents may use the park area at the same time.
6. I agree that I am responsible for the conduct of all of my guests and understand that they must abide by the Association's governing documents at all times while in the Association's Development.
7. I agree that I know the policy that states, NO Portable BBQ's, Gas Ranges and/or Propane Tanks are allowed in the facility and park area with the exception of BBQ's provided by the Association.
8. I agree that all children under the age of fourteen (14) in my party will be supervised at all times and will be escorted by an adult when using the facility restrooms.
9. I agree that at no time is alcohol allowed in the park areas and I will notify my guests of this.
10. I agree to accompany any guest to the restroom area in order to use/access those facilities.

COMMON AREA PHOTOGRAPHS AGREEMENT (cont'd)

11. Real estate photography under any circumstances is not allowed.

12. I understand and agree that in using the Common Area, the possibility of injury exists. I agree to assume the risk of injury on behalf of myself and guests and further agree to release, defend, and indemnify the Association, its employees, agents, and officers, from any and all liability in connection with any injuries, damages or claims that may occur arising out of mine and my guests use of the Common Area, and from any associated damages, cost or expense related thereto.

13. Indemnity, Defense and Hold Harmless. I, for myself and my guests, agents, employees, vendors, contractor, invitees, assigns or successor-in-interest (collectively, "Licensee") waives all claims against the Association, its employees, agents, attorneys, insurers, manager, and/or assigns for any claims and damage, causes of action, injuries to persons, from or arising or related to use of the Common Area and this agreement. Further, I agree to defend and hold the Association exempt and harmless for and on account of any claim, damage or injury to any person or personal property of any person arising from use of the Common Area and this agreement. The Association shall not be liable for any damage by or from any act or negligence of any other person for use of the Common Area per this agreement. User agrees to pay for all damages arising out of or caused by User's use of the Common Area and this agreement and to pay for all damages to third party individuals whether said damage is to the person and/or to property. In the event a claim or any other legal action is threatened or commenced as a result of this Agreement, including third parties, and the Association is involved, whether directly named or not, User shall pay all actual costs, including without limitation attorneys' fees incurred by the Association and in the defense or prosecution of such actions, whether or not litigation is filed.

I understand, have read, and agree to the Policies and Guidelines and the conditions of this rental contract and that if these rules are not followed, I may be asked to terminate my photography reservation.

Resident Signature: _____

Date: _____