**HARBOR VILLAGE HOMEOWNERS’ ASSOCIATION PAVILION RENTAL**

**APPLICATION AND AGREEMENT**

Name of HVHOA resident event sponsor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of HVHOA resident event sponsor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number of HVHOA resident event sponsor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Time of Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Note: Events may only take place between 9:00 a.m. and 9:00 p.m.)

Category of Event (check one): Category I \_\_\_\_\_; Category II\_\_\_\_\_\_; Category III \_\_\_\_\_\_

If Category III event, name, contact person and phone number of outside organization using the pavilion: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Will the event be open to the public? Yes\_\_\_\_\_\_ No \_\_\_\_\_\_\_\_

Number of anticipated participants: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Will alcohol be served or available at the event? Yes\_\_\_\_\_\_ No \_\_\_\_\_\_ (See alcohol policy and insurance requirements below.)

**RULES AND REGULATIONS FOR PAVILION USE**

1. Pavilion reservation will not be confirmed until a rental application is complete, fees and deposits are paid in full, certificates of proof of insurance have been provided, and the application has been approved by HVHOA. All fees and deposits shall be provided with the application and all certificates of proof of insurance must be provided at least two weeks prior to the date of the event.
2. Event Categories, Fees, and Security/Damage Deposits
   1. Category I: This category is for events organized by the Board of Directors or by an individual resident or group of residents for neighborhood social events designed for the residents themselves. Examples include occasional “pot luck” meals, BBQ, or other small social events. These events are exempt from event fees and security/damage deposits, but require a rental application/agreement to be approved prior to the event. The event permit holder and all guests remain obligated to follow all Guidelines and Rules and will be required to reimburse the HOA for any costs for failing to clean the Pavilion or any damages caused to it.
   2. Category II: This category is for events organized and hosted by an individual resident or group of residents which may include visitors from outside the Harbor Village neighborhood and are no intended for the neighborhood as a whole. Examples include family reunions, a golf club event, or a large party. A rental application/agreement must be submitted and approved along with a non-refundable fee of $200.00 and refundable $500.00 damage /security deposit prior to the event.
   3. Category III: This category is for events held at the Pavilion that are sponsored by a Harbor Village resident, but the event’s content and program is conducted by an outside organization anticipating a large number of non-Harbor Village residents. Examples include the annual Glacier Symphony, Bigfork Fire Department fund raiser etc. A rental application/agreement must be submitted and approved along with a non-refundable fee of $400.00 and refundable $500.00 damage/security deposit prior to the event. Additionally, all outside organizations seeking to conduct an event at the Pavilion shall secure Event Insurance from a State licensed insurance as provided herein.
3. Event Insurance. Applicants for Category III Events are required to obtain event insurance from an insurance provider licensed to provide policies in the State of Montana. Event insurance shall provide, at a minimum, $1,000,000.00 combined single limit liability coverage. For all Category III Events event where alcohol will be served or otherwise available, such insurance coverage must include liquor liability coverage.
4. Montana State laws regulate the use and sale of alcoholic beverages. Responsible consumption of alcohol during events held at the Pavilion is allowed, but only in strict accordance with Montana law and all other applicable alcohol regulations. The event permit holder and all guests and invitees are responsible for knowing and complying with all such regulations.
5. The lot adjacent to the east of the Pavilion is not owned by Harbor Village HOA and its use is not included in any permission granted by the HOA for use of the Pavilion. Permission to use the adjacent lot located east of the Pavilion for overflow parking or otherwise, must be obtained from the owners of that parcel. All terms of use of that parcel will be dictated by its owners. Any street parking along Canal Street or any adjacent lots or streets within Harbor Village is prohibited.
6. In no case is a permitted Pavilion event to be conducted in a manner that contributes to excessive traffic, noise or other elements which may cause danger or disturbance to adjacent residents. Therefore, the use of any amplification devices such as speakers, microphones, musical instrument speakers, radios or any other devices that enhance or emit sound are prohibited. All events shall start no earlier than 9 a.m. and conclude no later than 9 p.m.
7. The use and or possession of any type of fireworks, illegal drugs or firearms on Harbor Village common areas or Pavilion property are strictly prohibited.
8. Harbor Village will have the Pavilion clean and free of any known damage prior to use. All persons using the Pavilion for any event are required to remove all debris, decorations, and supplies at the end of the event, ensuring all trash has been placed in the appropriate receptacles provided outside the building, and otherwise returning the event space to its original condition.
9. The applicant/resident sponsor is responsible for any and all damages to the Pavilion, Pavilion furnishings and grounds during its use, including any damage to irrigation systems or utilities due to installation of tent(s), tent pegs, bandstands or any other items installed for the function. The HVHOA will inspect the facility within a reasonable time after usage. If any damage is found, the facility has not been reasonably cleaned, or if trash has not been placed in the appropriate receptacles, the applicant/resident sponsor will be notified and the Board may use the refundable security/damage deposit to cover the costs of cleaning the Pavilion or repairing the damages. The applicant/resident sponsor will be billed for any costs not covered by the security/damage deposit.
10. At the conclusion of the event, please turn off all interior lights with the exception of security lights. Secure and lock all doors including the restrooms. Leave the BBQ area and kitchen as clean as you found it.
11. Furnishings of the Pavilion are available for your use during the event. If other chairs or tables are needed, please contact your choice of rental companies. All chairs, tables, tents, vehicles, and utility trailers must be removed within 24 hours of the conclusion of the event.
12. Please be sure all guests in attendance, including children, are respectful of the facility and surrounding areas. Vacant lots around the perimeter of the Pavilion, including docks along the canal are private property. For your safety, keep off and away from all water features, docks and individual properties. Fishing and other water related activates are prohibited.
13. The applicant/resident sponsor contracting for use of the Pavilion facility must be in attendance and available at the cell phone number provided.
14. *A key to the facility can be obtained from Western Mountains Property* *Management at 406-253-1302 or 406-253-2840, Monday- Friday, 8:00 AM –* *5:00 PM. The applicant/resident sponsor is responsible for obtaining a key from Western Mountains Property Management prior to the event date.*

**APPLICANT AGREEMENT AND INDEMNIFICATION**

By executing this Application and Agreement, Applicant agrees to be bound by the Rules and Regulations contained herein. Violation of any of these regulations and policies may result in immediate termination of the event, legal responsibility for damages in excess of the deposit, and forfeiture of deposit and future use of the facility.

Applicant agrees to indemnify and hold the Harbor Village Homeowners Association, Inc., its officers, agents, employees and members harmless from any and all claims, actions, liabilities, cost, including attorney fees and all other costs of defense, arising out of or related to the activities of applicant and his or her guests and participants during the use of the facility under the terms of this application.

Applicant understands that, except for event specifically organized by it, the Harbor Village Homeowners’ Association, Inc., is not a sponsor of the event nor will it provide any supervision of the activity.

Applicant understands that the Harbor Village Homeowners’ Association, Inc. makes no warranties or guarantees as to the condition of the facilities or of the equipment covered by this application; and the applicant and other participants will be using the facilities at their own risk.

**I hereby acknowledge and agree that I am required to follow the foregoing rules and regulations, including the indemnity and hold harmless provisions, and shall ensure that my guests and any groups using the facility under my sponsorship shall do the same.**

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Printed Name Date

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Signature

Approved by:

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Date