

AGREEMENT AND RULES FOR PAVILION USE

- 1. The pavilion is intended for the enjoyment of residents of Merrymount, their friends and visitors.**
- 2. No parking is permitted on the field or grass except to load or unload vehicles. Parking for the handicapped will be designated.**
- 3. A Merrymount Property Owners Association (“ MPOA”) member is responsible for his/her event and is responsible for clean up; all garbage must be taken away after pavilion use.**
- 4. Approval for large functions is required from the MPOA board.**
- 5. Pavilion may be reserved in advance by an MPOA member in good standing (i.e. current dues are paid) thru the MPOA Secretary.**
- 6. MPOA has priority for date selection for Merrymount events.**
- 7. MPOA does not sanction the use of alcoholic beverages at the pavilion; use of alcoholic beverages is at the risk of the user and MPOA in not liable for any accidents as a result of alcoholic consumption at the pavilion.**
- 8. Use of the pavilion is at the risk of the MPOA member using the pavilion. The MPOA member agrees to reimburse the MPOA for any damage to the pavilion or neighboring grounds.**
- 9. An MPOA member chaperone must be present at all times when juveniles are using the shelter.**
- 10. Written permission must be obtained from the MPOA Board when a bonfire is planned at the pavilion; the fire must be contained and completely extinguished before leaving the pavilion. The ashes associated with the fire must be removed by the undersigned.**
- 11. All music will be kept to a volume level as not to disturb the neighboring property owners. If a complaint is reported to an MPOA board member, such member shall have the right to order all music discontinued.**
- 12. All functions should end by 11:00 p.m.**
- 13. The undersigned agrees to indemnify, defend and hold the MPOA harmless from all injuries, claims, lawsuits, or causes of actions directly or indirectly resulting from the use of the pavilion. Furthermore, should the MPOA be named or threatened to be named a party to any lawsuit, the undersigned agrees to reimburse the MPOA for all costs, including the cost in retaining an attorney to defend the MPOA.**
- 14. The requestor for the use of the pavilion will sign below, indicating this notice has been read, is understood and all liability is assumed by the users.**

Print Name

Signature

Date