

**POALH PAVILION RESERVATION FORM. LICENSE AGREEMENT & HOLD HARMLESS AGREEMENT**

Name/Host: \_\_\_\_\_ Lake Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Event Date: \_\_\_\_\_ Type of Event: \_\_\_\_\_ Number of Participants: \_\_\_\_\_  
Event Time In: \_\_\_\_\_ Event Time Out: \_\_\_\_\_ Is alcohol being consumed? \_\_\_\_\_

Select the disposition of your Reservation Deposit Check assuming it is returned in full: (Please check off one box) Destroy  Donate to POALH  Return to Host

The Host may email the POALH Secretary with any questions or concerns regarding your event at the Pavilion. [secretary@lakehaywardct.com](mailto:secretary@lakehaywardct.com)

In this agreement, the Property Owners Association of Lake Hayward (POALH) is the "Owner" and the reserving member/property owner is the "Host." The Host must be a POALH member in good standing with proof of ownership. The Host may not be a family member of a property owner.

**Availability:** The Host may reserve the Pavilion from May 1 through Labor Day on any day of the week except where there are Association events planned. If Association events are planned during the evening the Pavilion is open for reservation during the day. Memorial Day Holiday/Weekend, Fourth of July Holiday/Weekend, Labor Day Holiday/Weekend and Lake Hayward Days are not available and will be kept open for general use by all POALH members or Association planned events. Saturday evenings are not available in July and August. Please verify date availability by checking the [Calendar of Events](#).

**Reservation Deposit:** The Host shall pay by check to the POALH the sum of \$75.00 which is hereinafter referred to as the "Deposit Amount." The Deposit Amount check must be made payable to the POALH and submitted by mail to the POALH Treasurer, P.O. Box 230, Colchester, CT 06415 at least two weeks prior to the date of the event. The Deposit Amount check will be returned to the Host only if the following conditions are satisfactorily completed in the judgment of the Owner's Pavilion Representative.

- Floors Swept
- Spills Wiped Up
- Full Garbage Bags Placed in Large Receptacles in Parking Lot
- No Property Damage
- No Tacks, Pins, Staples or Paper on Posts or Walls
- Picnic Tables Cleaned/Washed
- Picnic Tables Repositioned
- Host must bring their own Broom, Cleaning Supplies & Garbage Bags

The Host must inspect the Pavilion before their event and immediately report any damage noted to the Pavilion Representative so that the damage is documented by the Pavilion Representative. Once the event is over and all the duties of the Host under this agreement have been met in the opinion of the Owner's Pavilion Representative, the Deposit Amount check will be destroyed, donated or returned to the Host as indicated by the Host's choice above. If the Host has chosen to have their Deposit Amount check returned then a self-addressed stamped envelope must be provided.

**Restrictions:** Violating these Restrictions or any other POALH Rules & Regulations and By-Laws while using the Pavilion may result in the forfeiture of the Host's Deposit Amount check. See the POALH website [www.lakehaywardct.com](http://www.lakehaywardct.com) for current Rules & Regulations and By-Laws.

- No illegal activities including drug usage, sale of alcoholic beverages or consumption of alcoholic beverages by minors.
- No taping, nailing, stapling or thumbtacks of decorations or signs to any table, wall, doors or pillars.
- No fires of any kind either in the Pavilion or on the beach. No fireworks of any kind.
- Cooking grilles or heating units must be placed five feet away from the pavilion and only on the grassy area.
- No vehicles of any kind allowed on the beach.

**Instructions:** *Pertaining to Reservation process, use of the Pavilion, Beach Area & Parking Lot*

- POALH planned events and private party reservations will be posted and updated on the Lake Hayward website calendar of events. Please verify date availability by checking the [Calendar of Events](#) prior to submitting a reservation request. You can submit your POALH Pavilion Reservation Form beginning January 1st of the current year. Reservation requests will not be confirmed until after March 30th of the current year once the Events calendar has been set. All POALH Events take precedence and the Owner's Pavilion Representative reserves the right to deny any reservation based on scheduled or anticipated POALH events. POALH Pavilion Reservation Forms can be emailed to [secretary@lakehaywardct.com](mailto:secretary@lakehaywardct.com) or mailed via USPS to POALH Secretary, P.O. Box 230, Colchester, CT 06415 (you can include your Reservation Deposit check at this time if you choose). POALH Pavilion Reservation Forms will be accepted on a first come first served basis utilizing the date of the email or the USPS dated postmark on the envelope to determine the order in which it was received in case duplicate dates are requested. Reservations are accepted once the Host receives a confirmation email from the Owner's Pavilion Representative.
- If there is a POALH Event/Function scheduled on an evening, private events must end (including cleanup) by 5:00 pm.
- Cars parking in the Association parking lot MUST display a current POALH parking pass. No additional parking permits will be issued for guests attending private events. The Host must use their own 4 parking permits to accommodate guests or have their guests park at the Host's property or on the Ball Field.

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- One picnic table must be left open for use by other POALH members on the Beach.
- Use of the Pavilion does not include the use of other POALH property such as folding tables, chairs and coffee pots. Please plan accordingly and make sure to bring adequate cleaning supplies, garbage bags and brooms for use during clean up. All clean up must be done immediately after the event.
- Glass bottles and beverage containers are not permitted on the Beach. Wine bottles must be in a protective sleeve or bag. Beer and soda bottles should be secured in coozies (fabric or foam sleeve). Plastic or paper cups shall be utilized.

**Rights & Responsibilities:**

- The Host shall be responsible for all persons who attend the event and shall ensure that all persons act in an orderly, responsible and safe manner.
- The Owner and/or the Owner's Pavilion Representative retains the right to terminate the event or expel any person or persons who are deemed to be unruly, illegal or acting in a dangerous behavior or who are in violation of any other clause of this agreement.
- The Host shall be responsible for any damage to the premises during the event, regardless of the cause and shall promptly reimburse POALH in full for such damages.
- The Host will maintain the amount of Homeowner's Insurance as described in the Hold Harmless Agreement section of this License Agreement.

**Hold Harmless Agreement:**

Whereas the Host is entering into a license agreement with the Owner for a private event at the POALH's Pavilion located on Lake Shore Drive, East Haddam, CT 06423

- The Host hereby agrees to indemnify, defend and hold harmless the Property Owners Association of Lake Hayward and its Board of Governors and Officers (the Association) from and against any and all claims arising from the Host's use or occupancy of the Pavilion and surrounding areas including the tennis courts, beaches, parking lots and all other common areas owned by the Association, for the conduct or from any activity, work or things which may be done, permitted or suffered by the Host or his/her invited guests in and about the Pavilion area or other areas of the Association, and shall further indemnify the Association against and from any and all damage or claims arising from any breach or default in the performance of any obligation on the Host's part arising from any act of negligence of the Host, officer, agent, employee, guest or invitee of the Host, and from all attorney's fees, expenses and liabilities incurred in the defense of or about any such claim or any action or proceeding arising there from brought against the Association or its Directors, Officers and/or its Agents. The Host, upon notice from the Association, shall defend the same at the Host's expense by counsel reasonably satisfactory to the Association as a material part of the consideration to the Association. The Host hereby assumes all risk of damages to the Association's Pavilion or its property or injury to person or persons, and damages to their property and other loss from any cause, cause other than the Associations' negligence and the Host hereby waives any and all claims in respect thereof against the Association.
- The amount of coverage by the Host's Homeowner's Insurance Policy limits shall not be less than \$300,000. All insurance required by this License Agreement and Hold Harmless Agreement shall be primary and not contributory with respect to the Association, its Board of governors, Officers, Employees and/or Agents. The laws of the State of Connecticut shall govern this agreement.

If any court of competent jurisdiction enters a final order determining that any provision of this License Agreement is unenforceable, all other provisions of this agreement shall survive and continue in full force and effect.

The parties have read and agree to the guidelines and terms for the use of the POALH Pavilion and surrounding areas. The Host agrees to be responsible for enforcing the POALH's Rules & Regulations and By-Laws that govern Association members and their guests while on POALH property. The Host confirms that his/her homeowner's policy will be in force on the day of the event with the limit amounts required.

The parties hereby agree to the terms and conditions of this POALH Pavilion Reservation Form, License Agreement and Hold Harmless Agreement and such is demonstrated by their signatures dated below.

**THE HOST**

**THE OWNER**

Property Owners' Association of Lake Hayward (POALH)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name - POALH Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature - POALH Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date