

**Whitehall Manor Condominium Association**

**Agreement for Use of the Common Element for Social Events**

**This Agreement** (hereinafter referred to as the "Agreement") is entered into by and between the **Whitehall Manor Condominium Association** (hereinafter referred to as the "**Association**") and

Name \_\_\_\_\_ Unit Address \_\_\_\_\_

Please Print

Phone # \_\_\_\_\_ Email \_\_\_\_\_

Date of Event\* \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_

# of People attending event \_\_\_\_\_

**\*\*If your account has any unpaid fees on it before the event you will be notified that your privilege to use the common area has been suspended.**

(Hereinafter referred to as the "**Resident**") for use of the Common Element by the resident and resident's guests.

The resident agrees to the following:

1. Use of the Common Element is restricted to the area immediately in front of the resident's unit. The Common Element may only be used for non-commercial purposes. No sales, solicitations or other profit generating activities are permitted under any circumstances.
2. Immediately following the event, the resident shall clean up and return the Common Element to the condition that it was in immediately prior to the event. Such cleanup includes, but is not limited to, pick up of all debris and removal of all furniture, tent, lighting or other item from the Common Element.
3. The post-event inspection will occur the following day by a member of the Board of Trustees or Board designated person. If cleanup is not completed by the completion of the post-event inspection, the owner of the unit will be fined in accordance with the Association's fine schedule.
4. All Common Element events must end by 9:00 p.m. Cleanup only is permitted between 9:00 p.m. and 10:00 p.m.
5. The Resident will make reasonable efforts to ensure that he or she and his or her guests, agents, servants and invitees are considerate of the neighbors and that

noise levels are kept to a reasonable level. The resident will also notify his immediate neighbors of the event.

6. Use of the Common Elements does not include the use of the pool or recreation facilities by any participants including, but not limited to, the resident, his guests, agents, servants or invitees during the time period of the event.
7. Resident understands that the use of the Common Element is merely an accommodation to members/residents of the Association. A material breach by the resident of the terms of this Agreement shall be grounds for the Association to suspend or terminate, at its option, the right of the resident to hold future outdoor common area events. Only residents of units, who are unit owners of the Association, that are deemed in good standing shall be entitled to the use of the Common Element.
8. The resident shall hold the members, officers and directors of the Association harmless from any and all damages and/or liability, which may incur from the conduct and/or activities of the resident and/or the resident's agents, servants, and guests. This hold-harmless provision shall include, but not be limited to, injuries, which are related to personal bodily injury and/or property damage. Lessee agrees to assume all risk for any materials, goods, equipment, etc. placed on the Common Element during the entire time of the event.
9. The resident will not utilize the guest parking spaces on the streets of the community. The resident will instruct his guests, agents and servants to park in the parking lot adjacent to the Pool and Tot Lot. The resident may have his guests walk to the unit over the Common Element or may shuttle guests to and from the parking lot and the unit.
10. The resident agrees to abide by all Association rules and regulations as listed in the Master Deed, By Laws and Amendments as well as all rules and regulations promulgated by resolution of the Board.

Agreed and Accepted to:

Whitehall Manor Condominium Association:

By: \_\_\_\_\_  
Dated

Whitehall Manor Condominium  
HomeOwner/Resident

By: \_\_\_\_\_  
Dated