

Silverstone Ranch Association
COMMON AREA USE AGREEMENT

Please complete and submit this document and provide ALL required attachments at least 15 business days prior to the Event Date.

Date of Application:	Received by: <i>(for office use only)</i>	
<p>A Common Area Use Agreement must be completed and submitted to the Community Manager for approval whenever an HOA Homeowner or Resident (“Sponsoring Resident”) would like to use any portion of the Common Areas, including turf retention basins or “green spaces”:</p> <ul style="list-style-type: none"> ▪ For organized team practice or events, even if not all members attend the team practice or event. An organized team is a team that belongs to a league or other organization that schedules sports events or games. ▪ For physical education or recreation-based classes (ex. “boot camp”) for a scheduled time period. ▪ To move any large equipment into the Common Areas, set up inflatable structures, tents, generators, climbing walls, amplified music equipment, lights, catering equipment, tents, or other equipment or structures. ▪ For the delivery of a program, service, or a contest of any nature, including exercise or fitness training, private lessons (ex. karate, yoga), any type of dog training or competition, or other commercial activity (ex. selling food and beverages). 		
SPONSORING RESIDENT / PRIMARY CONTACT INFORMATION		
Sponsoring Resident’s Name*: <i>(Must be a current Resident of the Association and agrees to be responsible for invoices, damages, or other costs received by the Association as a result of the Event.)</i>		
Primary Contact Name:		
Email Address*:		
Contact Phone*:	Alternate Phone:	
Street Address*:		
EVENT SUMMARY		
Event Description: <i>(limit 100 characters, ex. “children’s birthday party, 25 guests, inflatable bounce castle, catering.”)</i>		
<p>Select Common Area Space you plan to use: <i>(Note: Exclusive use is not guaranteed.)</i></p> <p><input type="checkbox"/> Tot Lot Park / Picnic Area</p> <p><input type="checkbox"/> Rawhide Turf Retention Basin (located at 459 S Granite St)</p> <p><input type="checkbox"/> Palomino Turf Retention Basin (located at 1563 E Palomino Dr)</p> <p><input type="checkbox"/> Stables Parking Lot (loading and unloading only)</p>		
Event Date*:	Start Time:	End Time:
CONCESSIONS AND VENDORS		
<p>Note: All vendors selling food, product, or services must have a current Business License.</p> <p>Will the Event include any if the following categories of vendors? <i>(Check all that apply.)</i></p> <p><input type="checkbox"/> Food <input type="checkbox"/> Retail <input type="checkbox"/> Display / Info <input type="checkbox"/> Games <input type="checkbox"/> Massage/Chiropractor <input type="checkbox"/> Other</p>		

INFLATABLES, EQUIPMENT, OR OTHER ACTIVITIES	
<i>Show or sketch a site plan and attach to the Agreement</i>	
<input type="checkbox"/>	Inflatables or Large Equipment: <i>If large equipment or inflatables will be moved into the Common Area.</i> Company Name: _____ Contact Person: _____ Phone: _____
<input type="checkbox"/>	Animals: <i>Check if animals of any kind will be used or on display during the event (ex. petting zoo).</i> Company Name: _____ Contact Person: _____ Phone: _____
<input type="checkbox"/>	Tents or Temporary Structures: <i>Tents and other temporary structures over 400 sq ft may require a permit and Town of Gilbert inspection. Please contact the Town at (480) 759-4945.</i> Company Name: _____ Contact Person: _____ Phone: _____
ALCOHOL	
Check only one below:	
<input type="checkbox"/>	Alcohol will not be present at the Event.
<input type="checkbox"/>	Alcohol will be present, but the Event is private, i.e., "invitation only", not open to the public, and there is not a fee for admission, food or drink and donations will not be solicited.
<input type="checkbox"/>	Alcohol will be present, and I am making arrangements with a charitable, civic, fraternal, political party/campaign committee, or religious organization for a Special Event Liquor License (SELL) . The SELL approval process is handled through the Town of Gilbert's Development Services' One Stop Shop . For more information, please e-mail the Town at onestopshop@gilbertaz.gov .
INSURANCE REQUIREMENTS	
<p>All organized teams (ex. league teams), service providers, vendors selling products, vendors offering an on-site service and/or providing animals (ex. petting zoo), and companies delivering or operating equipment at an Event on any portion of the Association's Common Areas are required to provide an original Certificate of Insurance as "proof of insurance" to the Community Manager.</p> <p>COMMERCIAL GENERAL LIABILITY INSURANCE in the amount of at least \$1 million (\$1,000,000) each occurrence combined single limit for bodily injury and property damage liabilities and at least \$2 million (\$2,000,000) aggregate is required. The certificate must show all of the following:</p> <ol style="list-style-type: none"> 1. Silverstone Ranch Association, including its agents, directors, officers, employees, and volunteers are named as "Additional Insured". Workers Compensation Policies shall contain a Waiver of Subrogation clause in favor of the Silverstone Ranch Association. 2. Address: <u>Silverstone Ranch Association, 16625 S Desert Foothills Pkwy, Phoenix, AZ 85048.</u> 3. Specific date(s) and locations(s) of the event, to include set up and take down, must be stated clearly on the certificate. 4. The Association shall be notified at least 30 days prior to cancellation or alteration of any insurance coverage. A 10-day notice of cancellation for non-payment of premium. 5. All insurance certificate(s) must be received by the Community Manager at least fifteen (15) business days prior to the event. <p>Please contact the Community Manager at silverstoneranch@wearevision.com or call (480) 759-4945, if you have any questions or concerns about the Association's proof of insurance requirements.</p>	

CERTIFICATION AND RELEASE OF LIABILITY

I hereby certify that the statements made in this Application are true and complete to the best of my knowledge, and that I am a resident of the Silverstone Ranch Association ("Association") or a Member in good standing of the Association and authorized to execute this Application. I understand that intentional omissions or falsification of information is sufficient grounds for denial of the Application and subsequent revocation of approval to use the Association's Common Area for my Event(s). I understand that regulation and enforcement of Association Rules shall be consistent with the Association's governing documents and policies, including but not limited to, written notices, monetary fines, and legal recourse. I agree to indemnify, defend, and save harmless the Association and its respective officers, agents and employees, and volunteers from any and all losses, claims liabilities, damages, costs, and expenses, including reasonable attorney's fees and court costs, resulting from my conduct, as well as the conduct of the suppliers, vendors, agents, or any of my guests or invitees or licensees with regard to the Event for which I have applied.

Notice of Equestrian Use: I understand that Residents are allowed to ride and exercise their horses in the North End of the Rawhide Turf Retention Basin, east of the barn and north of the dumpster enclosure. Organized team activities are not permitted in the north end of the Rawhide Turf Retention Basin. Caution is advised when using this area as it is maintained for horse use, not recreational sports use.

Inclement weather: I understand that the Silverstone Ranch Association reserves the right to determine if any Common Area facility is unusable as a result of inclement weather. I agree to indemnify, defend, and save harmless, the Silverstone Ranch Association and its respective officers, agents and employees, and volunteers from any and all losses, claims, liabilities, damages, costs, and expenses, including reasonable attorney's fees and court costs, resulting from any Common Area facility closure due to inclement weather. In such an instance, I understand that all Event participants must follow the Association's Rules and evacuate the area, and further, that this Event is to be held inside the Town of Gilbert's limits and that Town of Gilbert rules and regulations may also apply.

RELEASE OF LIABILITY

I realize that my submittal of this Agreement constitutes a contract between myself and the Silverstone Ranch Association and is a **Release of Liability**. I understand that I am financially and otherwise **responsible for all invoices, damages, losses, and/or cleanup costs** received by the Association as a result of the Event, i.e., invoices to repair damage caused by driving stakes, poles, etc., into the ground, and that I am responsible for the conduct, safe play, and appropriate behavior of my contractors, vendors, service providers, family, participants, and guests.

I am the Sponsoring Resident and submit this Agreement of my own free will.

Signature of Sponsoring Resident(s)

Date

Silverstone Ranch Association
COMMON AREA RULES & REGULATIONS

The Board encourages all Owners and Residents to use and enjoy the Common Areas and trusts they will voluntarily adhere to the rules governing its use and respect the rights of others.

1. Common Area Hours: **6:00 A.M. - 10:00 P.M.** (*Tot Lot closes daily at dusk.*)
2. Adult supervision is recommended.
3. Non-members must be accompanied by a Resident. Homeowners and Residents are responsible for the conduct, safe play, and appropriate behavior of their families and guests.
4. Pets must be on a leash or confined inside a crate, carrier, or fence. Cleanup after all pets.
5. Horses in designated areas and multi-use trails only.
6. For special requests, questions, concerns, or suggestions regarding Common Area facilities or their use, please email the Community Manager at silverstoneranch@wearevision.com.

Using Common Areas for an Organized Event

1. A Common Area Use Agreement is **required** whenever a Sponsoring Resident would like to use any portion of the Common Areas, including green spaces:
 - For **organized team practices or games**, even if not all team members attend the practice or game. For purposes of this section, an organized team is a team that belongs to a league or other organization that schedules sports events or games. *Organized team activities are not permitted in the north end of the Rawhide Turf Retention Basin, east of the barn and north of of the dumpster enclosure.*
 - For **physical education or recreation-based classes** (ex. boot camps) for a scheduled time period.
 - To **move any large equipment onto the Common Areas**, set up inflatable structures, tents, generators, climbing walls, amplified music equipment, lights, catering equipment, or other equipment or structures.
 - For the **delivery of a program, service, or a contest of any nature**, including private exercise or fitness training or lessons (ex. karate) or other **commercial activity** (ex. selling food and beverages).
2. Residents planning to use the Common Area for any other organized event are encouraged to complete a Common Area Use Agreement to **improve coordination of the HOA's management of the Common Areas**, including sprinkler schedules, landscape maintenance, pest control, etc.
3. The **Tot Lot Play Area** cannot be reserved and must remain open to all residents and their guests. Please do not allow your event to impact the peaceful use and enjoyment of the Tot Lot by other residents.
4. **Walk or bike** whenever possible to minimize parking issues around Common Areas. Park on one side of the street to allow for proper flow of traffic and do not block driveways of nearby homes.
5. **Be mindful of noise.** Be courteous to nearby residents by keeping noise and volume at reasonable levels. Speakers should be at least 50 ft from the nearest residence and oriented so that sound is projected away from residences. Amplified music should cease between 9:00 PM and 8:00 AM, Sunday through Thursday, and 10:00 PM and 8:00 AM, Friday and Saturday.
6. Trash and debris produced at the event, signs, and barriers must be removed and the area cleaned up at the conclusion of the Event.
7. Please be courteous and considerate of other homeowners and residents who also have access to these areas. Approval does not guarantee exclusive rights to use any Common Area.
8. Association approval does not eliminate the need to secure any permits, inspections, or approvals that may be required by the Town of Gilbert or another governmental agency. Please see the Town of Gilbert's [Special Event Flow Chart for Private Property Events](#) or contact a Special Event Coordinator at (480) 503-6253, who can assist you evaluate the need for Town of Gilbert permits.
9. **Use at your own risk.** The Association assumes no liability for any accidents or injury suffered by anyone at the Event. The Sponsoring Resident agrees to be financially responsible for invoices, damages, losses,

and/or cleanup costs received by the Association as a result of their event.

Moving and Setting Large Equipment and Inflatables in Common Areas

1. Sponsoring Resident is responsible for supervising the use of the play equipment to safeguard Event participants, spectators, and passersby. Only invited guests may use the equipment.
2. All rentals of equipment are used at the Sponsoring Resident's risk.
3. Any equipment that uses water, e.g., dunk tanks, slip-n-slides, etc., are not allowed in the Common Areas.
4. For safety, participants must follow the rules and guidelines of the equipment owner and manufacturer.
5. Only the equipment provider may install and uninstall all necessary equipment in Common Areas.
6. **ACCESS TO ELECTRICITY IS NOT GUARANTEED.** If your Event requires electricity, be prepared to provide a portable battery power station or other generator. **Portable power stations** (ex. 'Generac GB1000', etc.) are preferred as these are near silent and emission-free. **Gas-powered generators must be placed at least ten (10) feet from any dry grass or other flammable materials**, including the Tot Lot, Stables, and neighboring residences. Maintain a safe distance from gas-powered generators as they may emit carbon monoxide. Gas powered generators must be turned OFF between 9:00 PM and 8:00 AM, Sunday through Thursday, and 10:00 PM and 8:00 AM, Friday and Saturday.
7. **No stakes allowed.** Tents, inflatables, and other equipment should be secured using sandbags. If stakes are used, they must be placed carefully so as not to damage irrigation pipes or electrical lines.
8. Do not tie or tether inflatables and other equipment to trees, tables, or other park furniture.
9. Do not nail, tack, or tape signs or other items to trees, vegetation, furniture, or other structures.

Event Insurance Requirements

Certificates of insurance are required for all commercial activity, including organized field practice, directed fitness, equipment rentals, including inflatable structures, tents, or other similar apparatus; or sales of goods or services (i.e., food, beverages, etc.).

1. Email a completed [Common Area Use Agreement](#) to silverstoneranch@wearevision.com.
2. Specify the insured's name (ex. name of the league, inflatable equipment company, caterer, etc.), contact person, and contact number on the Agreement. *The name of the insured on the Agreement must match the name of the insured on the certificate of insurance.*
3. An original **certificate of insurance** listing "**Silverstone Ranch Association**" as "**Additional Insured**" is required from each team, service provider, or vendor providing goods or services for an Event using a Common Area and must be received by the Community Manager at least (15) days prior to the event.

Please contact the Community Manager via email at silverstoneranch@wearevision.com with questions or concerns regarding insurance requirements.

Enforcement

Use of the Common Areas for organized team practice and games, private physical education classes, large equipment rentals (ex. inflatables), tent rentals, or any other commercial activity is for Silverstone Ranch Homeowners and Residents only and is not permitted without prior HOA approval. **You must be able to provide proof of HOA approval, or you may be asked to leave.**

Regulation and enforcement of Association Rules shall be consistent with the Association's governing documents and policies, as documented in Article 7 of the Declarations for Silverstone Ranch and in accordance with the Association's Enforcement Policy.