

STONEHEDGE ON THE RIM ASSOCIATION, INC

1156 SW Rimrock Way

Redmond, OR 97756

email: stonehedgeredmond@gmail.com

website: stonehedgeredmond.com

Clubhouse Use Procedures, Rules, & Regulations

Stonehedge on the Rim Association offers to its Owners the exclusive use of the clubhouse and immediate surrounding area for special events such as parties and receptions during the hours of 7:00 AM and 12:00 midnight.

Clubhouse use agreements are made between Stonehedge on the Rim Association and Owners who are members in good standing and not delinquent in any dues or assessments. Events may be hosted by Owners, members of Owner's family, and resident tenants who are 18 years of age or older.

Reservations for the clubhouse must be made through the board member in charge of scheduling the clubhouse at least 5 days in advance. You may contact the board member at stonehedgeredmond@gmail.com. Complete the Use Contract and return it to the appropriate board member either by mail, email, or hand delivery.

When the board member has reviewed the Contract and confirmed that there are no conflicts with the date of your event, you will be notified. A refundable security deposit of \$100.00 must be paid by check made payable to Stonehedge on the Rim Association. The deposit must be received at least 3 days prior to the event date or the event will be canceled.

All persons renting the clubhouse will be required to:

1. Sign the Clubhouse Use Contract
2. Complete a Clean Up Check List with the board member

The clubhouse will be inspected with you before and after your use. The condition of the clubhouse will be noted on the signed and dated Clean Up Check List. Adherence to the Check List is required, and non-compliance will result in withholding of the deposit for any necessary repairs or cleaning fees.

The Association will supply trash bags, toilet paper, paper towels, and a vacuum. Those who use the clubhouse must supply anything else they need to use and clean the clubhouse. They must also remove all trash.

The total number of guests at the event cannot exceed 65 and should not be less than 5.

Any guest acting in an unruly manner may be requested to leave both the event and the clubhouse surrounding area.

The key for the clubhouse may be picked up from the board member the day or night before your event unless other arrangements are made.

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CLUBHOUSE USE CONTRACT

Whereas Stonehedge on the Rim Association (herein referred to as the 'Association') is the owner and operator of a Clubhouse serving residents of the Stonehedge on the Rim community in Deschutes County, Oregon, and

Whereas the Owner desires to reserve the Clubhouse, owned and operated by the Association and use the same for a private event to be hosted by:

by _____ who resides at _____

on _____ from _____ AM/PM to _____ AM/PM and

Whereas the Owner is a member in good standing of the Association and is not delinquent in the payment of any dues or assessments.

Now therefore in consideration of the sum of \$100.00 and other valuable considerations of the undersigned, this money paid by the Owner shall represent a deposit for the purpose of cleanup and will be refunded in the event the clubhouse is cleaned and returned in the same condition as prior to use. In the event of damages, the undersigned agrees to, and will be held responsible for any and all damages to the facilities and its fixtures related thereto. Owner will pay a reasonable amount for such damages upon presentation by the Association.

1. The Association shall not be liable for any claims or demands of any kind arising out of the undersigned's use or occupancy of the clubhouse, or for any claims or demands of any kind resulting from loss of life, personal injury and/or damages to property incurred or sustained by the undersigned or any of undersigned's guests, tenants, licensees, employees, agents, members of his or her family or contractors and arising directly or indirectly proximately or remotely from or out of the undersigned's use of the clubhouse for the purpose of conducting said private event.
2. The Owner has agreed and by these presents does agree to indemnify and forever hold the Association, its officers, employees, successors and assigns harmless from any and all claims, liability, actions, charges or expenses (including attorney's fees) in connection with the loss of life, personal injury, and/or damage to property arising or alleged to arise directly or indirectly from or out of the occurrence of any event upon or within the clubhouse while the undersigned or undersigned's guests, invitees, employees, agents and/or contractors are in route to or from the clubhouse, before, during or after the contractors are in route to or from the clubhouse, before, during or after the private event to be held by the undersigned, and the undersigned, on behalf of him/herself does hereby release the actions and damages arising directly or indirectly out of the use of the clubhouse by the undersigned for the above stated purposes.

3. The Owner who uses the clubhouse will abide by all federal, state, and local laws. The Owner also agrees to be responsible for informing and enforcing all community rules applying to the use of the clubhouse to invitees of the event.
4. The Association shall not be held responsible for any liability due to alcoholic beverages served on the premises.

Now therefore the Association and the Owner agree as follows:

1. **Use.** The Association grants to the Owner the use of the clubhouse on _____ from _____ AM/PM until _____ AM/PM of the same day.
2. **Rules.** The Owner agrees to the use of the clubhouse in accordance with the following rules:
 - A. No smoking inside the building.
 - B. No pets allowed inside the building.
 - C. No tape, tacks, glue, nails or staples or any other adhesive allowed on the walls. No decorations may be attached to walls or furnishings.
 - D. No food preparation is allowed. The clubhouse kitchen is equipped only as a 'catering kitchen' that is to be used for food warming and/or serving. It is not equipped or APPROVED FOR FOOD PREPARATION BY THE HEALTH DEPT and is not to be used for that purpose.
 - E. Children's parties must have parental/adult supervision. This rule applies to children under the age of 18. In accordance with Oregon Department of Health rules, there must be one adult for every ten children.
 - F. The resident using the clubhouse is responsible for cleanup as described in the Clean Up Check List attached as Exhibit A and made part hereof for all purposes.
 - G. The clubhouse area will be closed by 12:00 AM midnight.
 - H. No overnight parties are allowed.
 - I. No people are allowed to stay overnight inside the building or outside on the surrounding grounds.
3. **Security deposit.** At least 3 days prior to the scheduled event, the Owner shall deliver to the Association the security deposit (if a check, made payable to Stonehedge on the Rim Association). The security deposit will be returned in full if: (a) there is no damage to any portion of the clubhouse resulting from or attributable to the Owner's use of the clubhouse, or (b) there are no unacceptable areas shown on the Clean Up Check List attached hereto as Exhibit A and made a part hereof for all purposes. If there is any damage or unacceptable areas, then the security deposit will be applied against the cost of repair or remediation. It is the Owner's responsibility at the beginning of the rental period to report to the Managing Agent for the Association any damage or other condition, which the Owner considers unacceptable. Failure to do so shall constitute acceptance by the Owner of the condition of the clubhouse.
4. **Inspection.** As soon as reasonable after the Owner vacates the clubhouse, it shall be inspected by the Managing Agent of the Association. The Agent will use the attached Clean Up Check List as a guideline for inspection of the clubhouse to determine if it requires any additional cleaning, repairs, or replacement of any items damaged resulting from, or attributable to, the Owner's use of the clubhouse. The Owner agrees that if, in the judgment of the Association or its Managing Agent, the clubhouse needs to be cleaned or repaired or any damaged items replaced as a result of, or attributable to, the Owner's use of the clubhouse, or if the security

deposit is not enough to pay for the cost of such items, or for any unacceptable items shown on the Clean Up Check List, then the Association may immediately clean or repair the clubhouse or replace the damaged items and the charge(s) therefore will be first applied against the security deposit and, if the security deposit is not adequate, then the Owner will be invoiced by the Association. The Owner agrees to pay any such invoice within 30 days, interest shall accrue at the rate of 12% per annum from the thirtieth day following the date of the invoice until paid and all such amounts shall be added to, and become part of, the assessment due by the Owner under the CC&R's of the Association. The selection of the contractor for any cleaning, repair, or replacement shall be within the sole discretion of the Association.

5. **Binding effect.** This contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.
6. **Severability.** In case any one or more of the provisions contained in this contract shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this contract shall be construed as if the invalid, illegal or unenforceable provisions have never been contained herein.
7. **General.** When used herein, and whenever the text so permits, the singular shall include the plural and the use of any gender shall include all genders.
8. **Entire agreement.** This contract constitutes the sole and only agreement of the parties and supersedes any prior understanding or written or oral agreements between the parties with respect to the use of the clubhouse during the term of this contract.

I certify and acknowledge that I have read and that I understand this contract. I further state that I voluntarily entered into this contract and I agreed to comply to all terms and conditions for the exclusive use of the Stonehedge of the Rim Association's clubhouse with kitchen.

Executed this date _____

Signature _____ Print Name _____

Address _____

Phone _____

Enjoy your event and thank you for your compliance.

Date deposit received _____ Check no. _____

Association member who received deposit _____

Date deposit returned _____ Amount returned _____

Association member who returned deposit _____

Owner initials confirming receipt of deposit _____ Date _____

EXHIBIT A
STONEHEDGE ON THE RIM ASSOCIATION
CLEAN UP CHECK LIST

| Before | | User and Managing Agent must check facilities when key is picked up and mark "S" for satisfactory or "N" for needs improvement (noting details for improvement.) Managing Agent and user must check facilities upon departure also marking "S" or "N". | After | |
|--------|-----|---|-------|---|
| S | N | | S | N |
| | | 1 Carpets--vacuumed | | |
| | | 2 Floors--swept and mopped | | |
| | | 3 Tables and counter tops--washed or wiped down | | |
| | | 4 Chairs--wiped clean and put away | | |
| | | 5 Garbage--user agrees to clean up the premises after use. All trash is to be picked up and disposed of properly in user's receptacle. No trash is to remain in the clubhouse, kitchen, restrooms, garage or outside area. | | |
| | | 6 Walls--clean and in good condition | | |
| | | 7 Light fixtures--working in good condition | | |
| | | 8 Windows--secured and in good condition | | |
| | | 9 Restrooms--clean and in good condition | | |
| | | 10 Appliances and other equipment--clean and in good condition | | |
| | | 11 Patio door and all other doors--locked | | |
| | | 12 Lights (including porch lights)--off | | |
| | | 13 Deck and surrounding grounds--cleaned of garbage and trash | | |
| | | 14 Thermostat--returned to 55 degrees in winter; off in summer | | |
| --- | --- | 15 Key--returned to proper authority | | |

Note. paper towels, toilet paper, trash bags, and vacuum will be supplied by the Association.

Notes on improvements needed:

| | | |
|-----------------------|--|--|
| User signature | | |
| Date | | |
| Association signature | | |
| Date | | |