Brookwood Lake Homeowners Association, Inc. Clubhouse Reservation and Use Agreement

In consideration for the Brookwood Lake Homeowner Association, Inc. ("Association") allowing me the exclusive use of the Brookwood Lake Clubhouse and equipment and furnishings therein (hereinafter "Clubhouse") on ______, 20___, I, the undersigned, am a member of the Association and agree as follows:

- 1. I am reserving the Clubhouse for the purpose of ______ (the "Function") which will be attended by not more than _____ people.
- 2. The Function will be held between the hours of _____ am/pm and _____ am/pm on _____, 20____. I understand that continued use of the Clubhouse after the hours for which it has been reserved will constitute a breach of this Agreement and will result in forfeiture of my deposit.
- 3. I will pay the required **User Fee** of One Hundred dollars (\$150.00) by check or cash and will make a separate payment in the form of a **CASH Deposit** in the amount of Three hundred (\$300.00) dollars, which are due and payable at the time the reservation is made. I further understand and agree that the Deposit will be used to pay for cleaning costs and any and all damages resulting to the Clubhouse, its contents, or any other portion of the Association property from my actions or any actions of persons present at, attending, or in any other way related to the Function. I understand that any charges made against my deposit will be explained. If costs of repairs exceed the amount of my deposit, I agree to pay the Association the full cost of all repairs within ten (10) days of receipt of a written explanation of the damages and a bill from the Association for such repairs. I agree that all deposits, fees, cleaning and repair charges and any and all other expenses incurred by the Association as a result of the use of the Clubhouse under this Agreement shall be considered an assessment and constitute a lien against my property and shall be fully collectible as provided for in the Association's Declaration and By-Laws.
- 4. I assume all responsibility, risks, liabilities, and hazards incidental to the activities applied for (including, but not limited to the serving of alcoholic beverages), and hereby release and forever discharge the Association, its officers, directors, employees, agents, and members, present, past, and future, from any and all claims, costs, causes of action, and liability for personal injury or death and damage to or destruction of property arising from my use of the Clubhouse and its appurtenances.
- 5. I agree to indemnify and hold harmless the Association, its officers, directors, employees, agents, and members, present, past, and future, from any and all charges, claims, costs, causes of action, damages and liabilities (including but not limited to attorneys fees) for any and all injuries, to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees, any member of the Association or any other person which arise from or are in any way related to the above function, activity, rental, or use of the Clubhouse.
- 6. I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to the Function and agree to be personally responsible for causing all such persons to comply with the Association's Declaration, By-Laws, and Rules and Regulations. I acknowledge that violation of any provision of the Association's Declaration, By-Laws, or Rules and Regulations by any person present at, attending, or in any other way related to the Function, may, in the sole discretion of the Association's Board of Directors, result in forfeiture of my deposit.

- 7. I understand that I am being granted the exclusive use of the Clubhouse for the time period described above, subject to the right herein reserved by the Association to enter the Clubhouse and terminate my use thereof should the conduct of any person using the facility endanger the health, safety, or well-being of any person or constitute a threat to any property.
- 8. I am a member of the Association, at least twenty-one (21) years of age and will be in attendance at the Function at all times during the Function. I hereby agree and represent that the Clubhouse will be used for lawful purposes only and that if any conduct at the Function I am sponsoring violates federal, state or local laws or ordinances, my rights to use the Clubhouse under this Agreement shall terminate and the Association shall have the right to take possession of the Clubhouse and instruct my guests to leave the property.
- 9. Subject to those deductions provided for in this Agreement, the Deposit will be refunded in whole or in part in person by a Board member, Clubhouse chairperson or by mail.
- 10. There will be No Smoking inside the clubhouse. Use of the fireplaces is strictly prohibited.
- 11. I agree to be bound by the Clubhouse Checklist and to clean the facilities after use as required by the <u>Checklist</u>. I acknowledge that I have received a copy of the checklist attached hereto and incorporated herein. The clubhouse will be checked after each rental. Failure to adequately clean the clubhouse (as described in the rental checklist) will result in forfeiture of my complete deposit.
- 12. I understand that my reservation of the Clubhouse on the aforementioned date will not be confirmed nor will this Agreement be binding until such time as this Agreement has been executed by the Association.
- 13. I have carefully read and understand this Reservation and Use Agreement and agree to be bound by its terms.

The Brookwood Lake Clubhouse is made available for residents to use for personal functions. As with any home, the Clubhouse is maintained and regularly inspected to ensure that everything is in working order. In the unfortunate event of an equipment failure it is your responsibility to notify the Clubhouse Chairperson as soon as you become aware of the problem. Please note that it is not always possible for the Clubhouse Chair or other Board member to immediately inspect and/or handle the repair of a broken item. It will be addressed as quickly as possible, but not necessarily during your function.

(Full Name, Please print)

Signature

Street Address / neighborhood (please indicate: BWL, Glenmoor, Stone Crest)

Phone numbers

Brookwood Lake Homeowners Association, Inc.

Clubhouse Rental Checklist

• Please follow the Renter's Responsibility Guide for the clubhouse. Clubhouse must be cleaned to receive any Deposit back. After each rental, the clubhouse will be inspected.

Renter's Responsibilities

- Contact the Clubhouse Chair to report any damaged items before your party or you may be held liable for the damages.
- Use of tape, thumbtacks or other adhesives is NOT permitted on the walls, molding or railings. Use of glitter, confetti, etc is strictly FORBIDDEN inside of clubhouse.
- If you use the lawn area, pool, tennis or playground area, pick up all trash from those areas as well. Unless specific (written) arrangements have been made, all items brought into the clubhouse as part of your function must be removed by 9AM the day following your rental.
- Vacuum cleaner is in closet under the stairs; please empty vacuum container after use.
- Floor vacuumed and stains cleaned.
- Kitchen floor mopped/cleaned of any food etc.
- Cabinets wiped down of any food spillage.
- Kitchen counters cleaned for spills, crumbs, etc
- All Trash is removed from clubhouse (including kitchen, upstairs bathroom)
- Items in refrigerator removed and any spills cleaned up.
- Remove all loose debris, including but not limited to food and all tableware, decorations, balloons and tape.
- HOA Garbage cans, even if partially filled, must be taken to the street. Place them just inside the parking lot, by the mailbox for pick-up.
- Return thermostats to original temperature setting (60 in winter/79 in summer).
- Lock all doors and windows! Be sure to check all doors, even if you did not open them! Ensure deck door is securely closed and deadbolt is engaged. Ensure door to pool bathrooms is locked.
- Return key and this signed form upon completion of this checklist following your rental.
- Please be aware that items not completed will result in the forfeiture of all or a portion of your Security Deposit.

Date of Rental	
Date	

Brookwood **Clubhouse rental-Pool Rules**

- Under no circumstances is rental party allowed exclusive access to the pool. The pool will remain open to residents as normal. Please respect the rights of your fellow residents.
- Any parties of more than five children (under 14) must have at Certified Life Guard present, at their own expense. Certification must be current and available for inspection. No exceptions. *homeowner initials*
- Any parties of more than five swimmers 14 to 17 years of age must be accompanied in pool area by a parent or adult that is at least 18 years of age, AT ALL TIMES. If the supervising adult is not the parent, they must have specific consent from the child's parents to care for the child at the pool and be a resident of the neighborhood.
- Safety is the ultimate goal. The rules are in place to ensure an adult or certified guard is present in case of an emergency.
- All food is to be kept in the designated food area or outside of the fence surrounding the pool. Please dispose of all garbage in the containers provided outside of the fence. All garbage must be removed from clubhouse area at end of rental. Trash receptacles must be moved to curb at end of rental.
- **No Smoking** is allowed inside pool fencing, clubhouse bathrooms or clubhouse.
- **No glass** or chinaware allowed with in the pool area.
- No diving, no rough play, no running on the pool decks.
- Appropriate swim wear required. No cut offs, etc.
- Pool diapers are required for any child not completely toilet trained. Pool Management Company must be notified if accident occurs, immediately.
- The pool gate and bathroom door must be kept closed. **Do not prop open**.
- It is the Homeowners' responsibility to ensure all in household and guests understand and comply with the rules.

I have read, understand and will abide and comply by all rules and regulations. I have also read and signed the clubhouse house rental agreement. I understand forfeiture of deposit will result if clubhouse, pool and pool bathrooms are not cleaned according to agreement.

DATE: _____

Clubhouse Renter's Information Name:

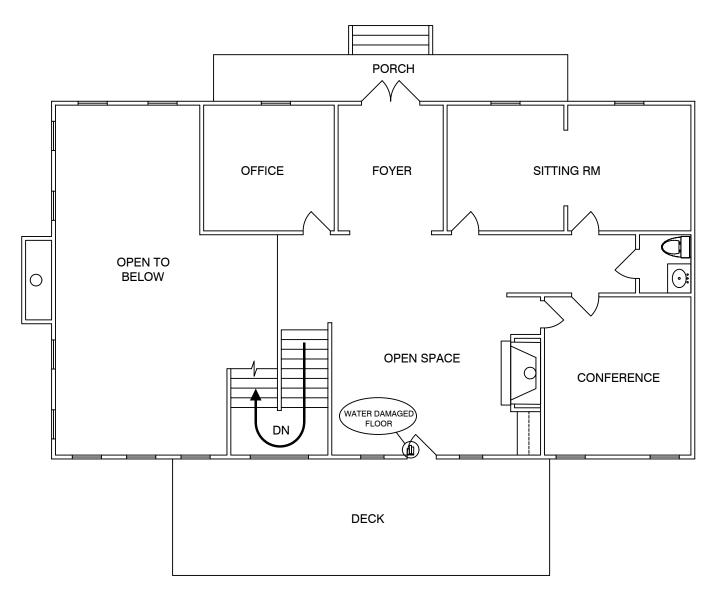
Address:

Signature*: _____

HOA's Liaison Signature:

*By signing this sheet it is in agreement that all damage shown on this sheet is pre-existing to renter's clubhouse rental time & date.

Any damage to Clubhouse NOT shown or noted on this sheet prior to rental will result in the forfeiture of all or a portion of your Security Deposit at the sole discretion of Brookwood Lakes' and/or Glenmoor's HOA Board.



Clubhouse Upstair's Existing Damage

DATE: _____

Clubhouse Rei	nter's Inforn	nation
Name:		
Address:		
Signature*:		
HOA's Liaison	Signature:	

*By signing this sheet it is in agreement that all damage shown on this sheet is pre-existing to renter's clubhouse rental time & date.

Any damage to clubhouse not shown or noted on this sheet prior to rental will result in the forfeiture of all or a portion of your security deposit at the sole discretion of brookwood lakes' and/or glenmoor's hoa board.

