

The Highlands

Clubhouse Rental Agreement

Application

This agreement is between the Highlands Property Owners Association (HPOA) and the undersigned Highlands Amenity member (Member).

Reservations for use of the HPOA Clubhouse are made on a first-come, first-served basis up to one year (365) days in advance the date of planned use. Two separate checks, one for the rental and one for the security deposit, must be paid at the time the Rental Agreement is signed. The day-use rental fee of \$100.00, plus a deposit of \$100.00 must be paid by the Member at the time the reservation is made. No checks will not be cashed until after the event if the Member cancels the reservation more than 7 days in advance of the scheduled use, the rental fee will be returned. If the Member cancels less than 7 days in advance of scheduled use, ½ of the rental fee will be forfeited. All reservations are subject to the approval of the HPOA Board of Directors. Members whose accounts are past due are ineligible to reserve and/or rent the Clubhouse. The HPOA reserves the right to decline reservations to any person for any reason. The HPOA reserves the right to cancel a reservation at any time. Such cancellations might occur, for example, if the Clubhouse suffers damage or system failure that cannot be repaired in time for the scheduled use or if the HPOA has a compelling need to use the Clubhouse for an emergency purpose. In the event of such cancellation by the HPOA, the rental fee will be returned to the Member. Your deposit check will be returned to you within ten (10) working days after your scheduled event, ONLY if the clubhouse is cleaned satisfactorily and all rules and regulations have been followed.

For the time of the scheduled use, the Member has the exclusive use of the Clubhouse and the non-exclusive uses of the parking lot and trash dumpster. This does not include the use of the swimming pool, pool area, water slide, tennis courts, or fitness room.

RULES OF USAGE

- (1) Member agrees to assume 100% responsibility for conduct of himself and his guests.
- (2) Member agrees to be present during entire time of actual usage.
- (3) Member agrees to limit the number to guests to no more than fifty (50) persons.
- (4) Member agrees to restrict parking by himself and his guests to designated areas only. No parking is allowed on the grass or landscaped areas. In the event this rule is violated, Member agrees to pay a fine of \$100 or actual repair costs, whichever is greater, to be posted to his account.

Policies are subject to change without further notice.

(5) Member agrees to NO SMOKING inside the Clubhouse. Member also agrees to NO FIREARMS on the premise at any time. Illegal drugs and/or gambling are not permitted. Violators will be prosecuted to the fullest extent of the law.

(6) Member agrees to limit the volume of all music and all noise generated during the use to a level that DOES NOT DISTURB other homeowners or amenity users. In the event the HPOA receives credible complaints about noise caused by the Members use, Member agrees to pay a fine of \$100 to be posted to his account.

(7) Member agrees to end usage by midnight.

(8) The reserving party must strictly adhere to the reservation times agreed within this rental agreement. It is the responsibility of the member to allow adequate time within their reserved time for set-up, event, and clean-up.

(9) Member agrees to follow the following Clubhouse clean-up procedures:

- Seal all trash in plastic bags and place in outside dumpster.
- Put new plastic bag into inside trash can.
- Clean tables and chairs and re-stack chairs.
- Wipe up any spills and crumbs, including inside the refrigerator.
- Clean the Clubhouse so that it is left at least as clean as it was prior to scheduled use. Homeowner must sweep, mop, vacuum, etc., as necessary.
- Remove all food and drink items as well as all personal items brought into the Clubhouse.
- Absolutely no items should be attached to the walls or ceiling. All confetti and balloons must be removed from the clubhouse after the party.

A cleaning checklist is provided for your use. The association can recommend a cleaning service if you desire. An approved list of cleaning services can be obtained from a HPOA agent. Pricing is at the discretion of the cleaning service and will be based on the size of the event.

In the event that the Clubhouse is not left clean, Member agrees to forfeit deposit or pay actual cleanup costs, whichever is greater; these fees will be considered an additional assessment.

(10) Decorations may be used however, use of a staple gun, or items that screw into any surface are prohibited and nothing may be attached to the walls or ceiling by tape or other means. No staples, nails, or glitter is allowed. The use of rice, birdseed, or confetti, inside or outside, is prohibited.

(11) Please do not remove any items attached to the walls without prior approval.

(12) Adult supervision is required for participants under 21 years of age.

(13) Any event open to the public is prohibited.

(14) The loading zone may be used by reserving party to prepare for and conclude their event. Parking for the duration of the event is not allowed in these loading areas.

(15) Member agrees to return air-conditioning / heat (at the thermostat) to 78° and turn off the lights at the end of his use. In the event any of these items are left "on", Member agrees to pay a fine of up to \$100 to be posted to his account.

(16) The Member who rents the facility must be in attendance at all times during the scheduled event. The Member must be the last to leave. Member agrees to lock all doors and windows and secure the building. If the clubhouse is not locked at the end of use, Member will be responsible for anyone who enters the clubhouse. (17) Member agrees to abide by the General Rules of the community in addition to any and all rules listed in this agreement. (If you do not have a copy they can be found on the website at www.HighlandsPOA.com)

It is the responsibility of the applicant to set up as desired. Please move all furnishings back to their original position before leaving the facility.

(18) Member agrees to notify the Community Association Manager of any problems encountered and any damage to the Clubhouse and/or grounds caused during his use within 24 hours. Member agrees to pay for the costs to repair all damage that occurs during his use. Member agrees to have all such damages and costs posted to his account.

(19) If you see any damages to the clubhouse upon your initial entry, be sure to notify the HPOA agent and report the damages. It is assumed that any damages not reported upon your initial entry occurred as the result of your rental, and you will be charged accordingly.

(20) Member agrees by signing this agreement that Member has been legally notified of the above fees, fines, and charges will be assessed under the conditions specified. Member further agrees additional notice is redundant and unnecessary and consequently waives all rights to a separate notice mailed by certified mail. Member may request a hearing before the Board within thirty days of the posting of any fee, fine, or charge to Member's account as a result of this rental.

(21) Misuse of the facility or the failure to comply with these regulations will be sufficient reasons for denying any further applications.

(22) The Member who signs the rental agreement forms acknowledges receiving a copy of the rental agreement guidelines.

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I wish to reserve the Clubhouse for the following date and time:

Date: _____ Time: _____

The purpose of use is:

I certify that this use is not for any commercial, personal gain or for-profit purpose, including fundraising. I further certify that no participant will be charged any fee to attend or participate, including, but not limited to, a registration or admission fee. I understand that misrepresentation of the purpose of use and/or the charging of fees constitutes fraud and I agree to pay the HPOA liquidated damages of \$1000 in the event the actual purpose of use does not correspond to the purpose stated above or in the event participation fees are charged. The number of guests that I plan to have is _____ (maximum is ____). Maximum occupancy by Fire Code is ____ participants. All doors must be unlocked during the rental period. Take special care to leave exits free of obstacles. Please remember the Fire Dept. can shut down your event if you have more than the stated number of people in attendance. I am a Member of the

Highlands Amenity in good standing and am at least 18 years of age. I assume FULL RESPONSIBILITY FOR MY ACTIONS AND THOSE OF EACH OF MY GUESTS during the course of the use, including all claims of theft, disturbance, or damages to any property or injuries to anyone caused by me or my guests. I agree to indemnify and hold harmless the HPOA for all such claims whether the accident occurs on the common ground, on and part of the recreational facilities, parking areas, or adjacent areas. I have read, understand, and agree to the above terms and rules.

Member's signature: _____

Member's printed name: _____

Date: _____

Address: _____

Home phone: _____

Work phone: _____

E-mail address: _____

Agreement & fee received by: _____

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Alcoholic Beverages Addendum

I, _____, am renting the Clubhouse located in The Highlands on _____ (Date). I understand that I will not be allowed to serve or sell any alcoholic beverages on the premises of the clubhouse to anyone under the age of twenty-one (21) during the above-referenced date. Any alcoholic beverage should not be left unattended by an adult at any time. All alcoholic beverages must be removed from the premises immediately following the event. I further understand that I will be responsible for any liability, if any, incurred by my guests for violating this addendum on the above referenced date and that The Highlands Property Owner's Association assumes no responsibility.

Members Signature: _____ Date _____

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General Rules

The amenity site is available to all Highlands Members who are **current** with their annual amenity fees. However, failure to abide by the following rules can result in suspension, expulsion, or possible legal action.

1. Members are responsible for cleaning up after themselves and removal of personal items. The Member's association is not responsible for lost or stolen items.
2. If furniture within the clubhouse has been moved to accommodate your guests, it must be returned to the original placement.
3. Abuse, excessive noise, unruly behavior, and deliberate damage will not be tolerated. Unreasonable or disruptive language is not permitted. Any infraction of any items specifically noted will be subject to further penalties including, but not limited to, further legal recourse.
4. Absolutely no smoking or firearms are allowed on the premises of the clubhouse or any property owned by The Highlands Property Owners Association.
5. Occupants should be dressed appropriately. Shirts and shoes must be worn at all times.
6. Absolutely no swimsuit attire is allowed in the clubhouse at any time.
7. Candles will not be allowed in the clubhouse unless they are protected. Any wax spotting on the carpet or furnishings will result in a cleaning charge of \$50, minimum.
8. Loitering is not allowed. All members are encouraged to call the police to enforce this rule.
9. If any member or guest of the resident destroys the community property, the resident will be responsible for replacing the damaged property.
10. Children under 18 (eighteen) years of age are not allowed in the clubhouse, pool, or tennis courts without a guardian present.
11. Pets of any kind are not allowed in the clubhouse, pool area, or tennis courts.
12. All bicycles must be parked away from the entrance to the clubhouse. Motor scooters, motorcycles, and mopeds must be parked in the regular parking spaces.
13. Sitting or swinging on the fence surrounding the amenity site is not allowed.
14. No food should be left outside or inside the clubhouse, including rice or birdseed.
15. There is no lifeguard on duty. You are swimming at your own risk. The property owners association will not be responsible for any bodily harm which is the result of reckless or careless behavior.
16. The clubhouse may not be engaged for profit earning functions.
17. Be courteous of other member's private parties. If you are aware that another homeowner has rented the clubhouse for a private event, please take note of where your children are and prevent them from disrupting or joining another's party.

Remember, this is your community. Please take pride in your amenities; they are an asset to your home.

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Cleaning Checklist

NOTE: We rely on all renters to clean the facility after each use, following this checklist, as one means of keeping rental costs low. We don't have daily custodial service to do this work for us (or for you). Improper cleaning will result in forfeiture of your cleaning deposit.

- Wipe down and clean all counter tops, walls, tables, and chairs.
- Wipe down and clean sink. Remove any items you brought from the refrigerator and make sure it is left clean.
- Vacuum all carpets & sweep all floors.
- Arrange and straighten furniture to original placement.
- Clean bathrooms, including emptying trash and checking to be sure nothing has been damaged.
- Remove all trash from the premises and around grounds. Large black trash bags are located under the kitchen sink. Take ALL trash to the dumpster. **NOTE: If all trash is not removed, your deposit will NOT be refunded.**
- Make sure all water has been turned off in both bathrooms and the kitchen (*and any other applicable areas*).
- Remove all personal belongings including any decorations.
- Any carpet or wall stains, which occurred during the rental, should be called to the associations' attention at this time so that proper cleaning can be arranged.
- Turn off lights before leaving.
- Lock and secure all doors to outside. Be sure to engage security alarm when leaving.

Remember, this is your community. Please take pride in your amenities; they are an asset to your home.