# The Highlands Clubhouse Rental Contract

This agreement is between The Highlands Property Owners Association (HPOA) and the undersigned Highlands Homeowner (Homeowner).

Date requested for reservation: _____ Approximate time of event: _____

The purpose of use is: _____

Approximate number of attendees/guests/service staff: _____ (Maximum: 50)

Reservations for use of the HPOA Clubhouse are made on a first-come, first-served basis up to one year in advance of the date of planned use. $600 must be paid at the time the clubhouse is reserved ($200 rental fee, $400 refundable deposit). If the Homeowner cancels the reservation within 14 days of the event, all money paid will be returned. If the Homeowner does not cancel the event prior to the scheduled use, the rental fee may be forfeited. All reservations are subject to the approval of the HPOA Board of Directors. Homeowners with past due accounts 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, system failure that cannot be repaired in time for the scheduled use, or if the HPOA has a compelling need to use the Clubhouse. In the event of such cancellation by the HPOA, all money paid will be returned to the Homeowner; however no additional compensation will be given. A refund check for your deposit will be mailed to you after your scheduled event, only if all terms of this agreement have been made.

For the time of the scheduled use, the Homeowner has the exclusive use of the Clubhouse great room and the non-exclusive use of the parking lot, swimming pool (if during pool season), fitness center, tennis court, and restrooms. All items, table, decorations etc… are restricted to the great room. If you are found to interfere with the enjoyment of the use of the non-exclusive areas used by the other members, your right to rent the clubhouse will be revoked and your deposit will be retained.

Date: _____

Address: _____

Home phone: _____

Work phone: _____

E-mail address: _____

Agreement & fee received by: _____

## SCHEDULE OF FEES

Failure to follow the rules below will require penalties to be added as additional POA dues as follows:

Rules 2, 7, 10, 13, 16, 22, 23, 24. Minimum charge of $100- maximum to be assessed at the discretion of management based on damages.

Rules 3, 14. $500- may also result in the failure to use the clubhouse for future rentals.

Rules 1, 4, 5, 6, 8, 9, 12, 17, 21. Minimum charge of $200- maximum to be assessed at the discretion of management based on damages.

Rule 11- Additional day rental will be charged for any days used above and beyond the reservation day, deposit will be forfeited.

**RULES OF USAGE**

(1) Decorations may be used; however, no items may be attached to the walls, wood work, windows, tables or any surfaces. Use of tape, staples, a staple gun, push pins, tacks, command strips, nails, glitter, birdseed, rice, silly string, bubbles, water balloons, or confetti are strictly prohibited in the amenity and parking areas. If Balloons are used all balloons, string etc… must be removed.
(2) Homeowner agrees to be present during entire time of set up and actual usage and must be the last person to leave. Homeowner is responsible to ensure that all window and doors are secure.
(3) Homeowner agrees to limit the number of persons to no more than fifty (50).
(4) Homeowner agrees to restrict parking by himself and his guests to designated areas only. No parking is allowed on the grass or landscaped areas.
(5) Homeowner agrees to no smoking inside the Clubhouse. Illegal drugs, activities and/or gambling are not permitted. Violators will be prosecuted to the fullest extent of the law.
(6) Homeowner agrees to limit the volume of all music and all noise (including talking) generated during the use to a level that does not disturb other Homeowners. Music is limited to the clubhouse great room and is not permitted at the pool or any area outside the great room. Unreasonable, disruptive or offensive language is prohibited.
(7) Homeowner(s) and all guests should be dressed appropriately; Shirts and shoes must be worn at all times in the clubhouse, no swim attire is permitted in the gym or great room.
(8) Candles are not permitted in the amenity area.
(9) Pets are not permitted in any of the amenity areas.
(10) If guests of your event use the fitness center, tennis courts or pool you are required to ensure they follow all of the rules that pertain to these areas. (Children under 18 should not been in the fitness center unattended).
(11) The clubhouse is available beginning at 7:00 a.m. the day of reservation and all clean up must be completed no later than 12:01 a.m. the morning following the reservation. All items brought into the clubhouse must be removed by 12:01 a.m. following the event. (This includes all Trash, decorations, tables etc…)
(12) Homeowner agrees to follow the setup/cleanup procedures as well as return all furniture to its original position. If furniture is moved it must be properly moved, no dragging which can damage the floor and the furniture. All furniture must remain in the clubhouse and not placed or used outside.
(13) Do not remove any items attached to the walls without prior approval.
(14) Adult supervision is required for participants under 21 years of age.
(15) Any event open to the public is prohibited. Any events where items or services are being sold or money is collected are prohibited. Charging fees to attend or participate in your event, including, but not limited to, a registration or admission fee are prohibited. 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.
(16) The loading zone in front of the clubhouse may be used to load and unload only; parking for the duration of the event is not permitted.
(17) Homeowner should not adjust thermostats.
(18) Homeowner agrees to notify the Management Company of any problems encountered and any damage to the Clubhouse and/or grounds caused during his use within 24 hours. Homeowner agrees to pay for the costs to repair all damage immediately and will be added as additional dues to their account until they are paid.
(19) If damages are noted to the clubhouse upon your initial entry, you must call the office or the emergency number (if after office hours) to 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) I understand that I will not be allowed to serve any alcoholic beverages on the premises of the clubhouse to anyone under the age of twenty-one (21) during the above-referenced date. I understand that I will not be allowed to sell alcoholic beverages for any reason (cash bar) and alcoholic beverages 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 Owners Association assumes no responsibility.
(21) No doors may be obstructed during the rental period. Doors must remain closed at all times; they cannot be propped open, tampered with, or locking systems disengaged. Take special care to leave exits free of obstacles. It is imperative that events do not interfere with the Fire Codes.
(22) All surfaces, tables, chairs, sinks, countertop, cook top, refrigerator, floors etc… must be left free of all food, grime, dirt, and debris. Please remember that Homeowners will be using this area for causal use following your event.
(23) All floors must be left free of all food, grime, dirt, and debris. Homeowner must provide vacuum cleaner, if one is not available.

(24) All trash cans must be emptied (including bathrooms) and put the bags in the large green trash cans located outside the clubhouse.
(25) Homeowner agrees to assume 100% responsibility for conduct and personal belongings of himself and his guests

Penalties will be assessed at the complete discretion of management with the assistance of the schedule below. The goal of management is to protect your clubhouse and investment and damage caused by rental is extremely costly and time consuming.

I am a Highlands Homeowner in good standing. I assume full responsibility for my actions and those of each of my guests, 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 part of the recreational facilities, parking areas, or adjacent areas. By signing this contract I agree that I have been notified of fees, fines, and charges that will be assessed under the conditions specified.

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

Any decisions made with regards to damage or forfeited deposits are at the sole discretion of management. I have read, understand, and agree to all terms of this agreement.

Revision 9.15.2021

**Highlands Clubhouse Rental Contract**
**Landlords Only**

(This form is to be completed ONLY if your home is rented to a tenant and the Homeowner is renting the clubhouse on behalf of the tenant)

I am a Homeowner in HPOA and I am renting the Clubhouse for use by my tenant who occupies my home. Although the Clubhouse is being used by my tenant, I understand that I am responsible for any damage, liability, cleaning, or repair resulting from this use. I understand that the tenant will be acting as the Homeowner with regards to rule 2.

Homeowner Name: _____

Address of Home in The Highlands: _____

Alternative address: _____

Phone number(s) where I may be reached: _____

Email address: _____