



Homeowners' Association
Clubhouse Reservation and Use Agreement

Name: _____ Telephone Number: _____

Address: _____ e-mail: _____

Reservation Date _____ Reservation Time _____

Terms of Use:

In consideration for the Chestnut Hill Homeowners Association, Inc. (CHHA) allowing me the exclusive use of the Chestnut Hill Clubhouse and equipment and furnishings therein (hereinafter "Clubhouse"), I, the undersigned, am a member of the CHHA agree as follows:

- 1) I would like to reserve the Clubhouse for the purpose of _____ (the "Function") which will be attended by not more than **100** people.
- 2) 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 submit payment in the amount of **\$125.00** to the CHHA as a rental fee for the Clubhouse, which is due and payable upon submission of this Agreement.
- 4) I will make a deposit in the amount of **\$250.00**, which is due and payable at the time the clubhouse keys are picked up or when you turn in rent and contract. I further understand and agree that this 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 CHHA property from my actions or any actions of persons present at, attending, or in any other way related to the Function. The Clubhouse Manager shall inspect the premises within forty-eight hours after the keys are returned to him or her. 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 CHHA the full cost of all repairs within 10 days of receipt of a written explanation of the damages and a bill from the CHHA for such repairs.
- 5) I agree that other expenses incurred by the CHHA 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 all deposits, fees, cleaning and repair charges and any and all as provided for in the CHHA's Declaration and By-Laws. Deposit will be forfeited if trash from event while renting the clubhouse is not properly placed in the large trash bin in the parking lot.
- 6) 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 CHHA, 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.

- 7) I agree to indemnify and hold harmless the CHHA, 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 attorney's 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 CHHA or any other person which arise from or are in any way related to the above function, activity, rental, or use of the Clubhouse.
- 8) 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 CHHA's Declaration of Covenants, Conditions and Restrictions (CCRs), By-Laws, and Rules and Regulations. I acknowledge that violation of any provision of the CHHA's CCRs, 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 CHHA's Board of Directors, result in forfeiture of my deposit.
- 9) 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 CHHA 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.
- 10) I am a member of the CHHA, at least **21** years of age, have no unpaid fees due to the CHHA, 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 CHHA shall have the right to take possession of the Clubhouse and instruct my guests to leave the property. Homeowners' CHHA
- 11) As a member of the Chestnut Hill Homeowners' CHHA, I acknowledge that the rules and covenants of the CHHA apply to this use and agreement. Specifically, there will be no sign advertising any event.
- 12) I agree to return the Clubhouse keys to the Clubhouse Manager on or before the next business day after the Function.
- 13) In the event of cancellation of my reservation **30** days or more before the rental date, the deposit and the rental fee will be refunded in full. Cancellation after this time period will result in a charge of **\$50.00**, which will be deducted from the rental fee, with the balance being returned.
- 14) 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 or by mail.
- 15) I agree to be bound by the Clubhouse Rules ("Rules" included below) and to clean the facilities after use as required by the Rules. I acknowledge that I have received a copy of the Rules attached hereto and incorporated herein.

16) The CHHA shall provide a clean and orderly facility for the function and shall ensure that there is toilet paper, hand soap, paper towels (for bathroom and kitchen) and large trash bags present in the Clubhouse.

17) Renters are to dispose of trash in dumpster in the parking lot and not under the deck. A fee of **\$30.00** will be deducted from the deposit for any trash not properly placed into the trash bin in the parking lot.

18) 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 CHHA.

Acknowledgement:

I have carefully read and understand this Reservation and Use Agreement, Clubhouse rules for pre/post event and agree to be bound by its terms.

Signature: _____

Name (print): _____

Date: _____

Clubhouse Rules

In order for the Clubhouse to remain an enjoyable place for Chestnut Hill residents to gather, please follow these rules for your scheduled event.

Pre-event:

- Please do not use tape, tacks or nails to hang decorations or other items

Post-event:

- Please return thermostat to 68 degrees when using the heat and 76 degrees with using the air conditioning
- Return all furniture, including outside umbrellas, to its pre-event position
- Do not leave any food or refrigerated items behind in clubhouse after use
- Wipe down all counter tops and tables with the appropriate cleaners located under the kitchen sink
- If the outside grill was used, it should be cleaned and turned off
- Remove all the trash including the restroom and kitchen and dispose of it in the dumpster located in the parking lot
- Do not put trash under clubhouse by restrooms (Portion of deposit will be forfeited)
- Spray, Mop or Sweep ALL rooms
- Turn off all the lights except the outside front porch lights
- Make sure all doors are securely shut and locked
- Be sure the Clubhouse is returned to a pleasant condition for the next event