

# GLENKIRK ESTATES HOMEOWNERS ASSOCIATION

## Rules for Rental and Use of the Glenkirk Clubhouse

Rental of the Glenkirk Clubhouse (the "Clubhouse") is limited to Homeowners and Tenants in the Glenkirk Estates Homeowners Association ("HOA"). The Homeowner/Tenant who rents the facility (Facility Renter) must be at least 21 years old and all HOA dues and assessments must be current. The Facility Renter must submit and sign an Application/Rental and Release Agreement ("Agreement") prior to renting the Clubhouse. A **non-refundable \$125.00** per event rental fee and a **\$250.00** damage security deposit are payable in advance and must accompany the signed Agreement— both payments must clear the bank before access to the Clubhouse is allowed. If a tenant in Glenkirk Estates rents the Clubhouse, both the homeowner and tenant must sign the Agreement. Homeowners may not rent the Clubhouse more than twice in any one month without prior approval of the Glenkirk HOA Board of Directors. Rentals will be made on a first-come, first-served basis. Reservations must be made a minimum of 14 days in advance of use. Rental requests with less than 14 days advance notice will be considered on an individual basis subject to availability. In such cases, payment of the security deposit and rental fee must be made with a cashier's check or money order. The number of guests at the event shall not exceed 50 persons. Facility Renter must be present at all times during the rental period when the Clubhouse is occupied. Homeowners or tenants cannot reserve the Clubhouse on behalf of a third party. By signing the Agreement, the Facility Renter agrees to the aforementioned and following rules for the rental and use of the Clubhouse:

1. Facility Renter assumes full responsibility for any and all incidents, accidents or claims that may arise in connection with the function, purpose, or lease of the Clubhouse by the Facility Renter. Facility Renter agrees to hold harmless and indemnify Glenkirk Estates HOA, the Board of Directors and TWC Association Management for any damages or injuries to those in attendance at a privately sponsored event.
2. Use of the Clubhouse for any illegal activity is prohibited whether or not such activity is proscribed within these rules. The stated purpose of the rental is required on the Agreement. The Association or its designate reserves the right to refuse rental of the Clubhouse if the activity is deemed to be inappropriate.
3. **The Facility Renter must provide and use table coverings on all folding tables used during the rental period, to prevent stains and sticky residue.**
4. Facility Renter must return the Clubhouse in the same condition as it was prior to its use by Facility Renter. Facility Renter is responsible for the repair and/or replacement of any and all damages done to the Clubhouse, or its furniture, contents, equipment, walls, or window coverings. In the event that damages exceed the amount of the security deposit, Facility Renter will be liable for the excess amount and may be prohibited from future rentals. Any payment due for excess damages must be made within 30 days to avoid legal action including payment of all legal fees incurred. Facility Renter agrees to the schedule of damage costs included in the Agreement.
5. No tacks, nails, tape or any other adhesives are permitted on the Clubhouse walls. This includes, but is not limited to, placement of signs, banners, balloons or other decorations.
6. Furniture or any other contents of the Clubhouse may not be moved outdoors and must be returned to their original placement.
7. Facility renter is responsible for airing out clubhouse to eliminate odors left by food or other items used during their clubhouse stay. Odors that cannot be eliminated will result in

the facility renter being charged for additional cleaning, and the cost will be deducted from the security deposit.

8. Facility Renter is responsible for the cleanup of the Clubhouse and surrounding premises including the kitchen area and bathrooms. All food and trash must be removed. The carpeting area shall be vacuumed using the vacuum cleaner provided. All other cleaning supplies are at the Facility Renter's expense. All exterior decorations, signs, balloons, etc. shall be removed. Clean-up must be completed prior to returning the key to a designated person. Third party professional clean-up service is available at an **additional** charge. Arrangements to do so must be indicated on the Agreement at the fee specified and paid in advance. The fee does not include professional carpet cleaning to remove stains and odors. Charges for carpet cleaning will be assessed separately.
9. The Clubhouse key will be given to the Facility Renter no later than 10:00 a.m. on the day of the event. The key shall remain in the possession of the Facility Renter at all times and must be surrendered if requested by a Board or Committee member as well as, a member of the HOA Property Management Company. The key shall be returned by 10 a.m. to a designated person following the event. A lost key fee of \$100 will be assessed if key is lost.
10. Smoking is absolutely prohibited inside of the Clubhouse.
11. Alcoholic beverages may not be served to minors or intoxicated persons. No alcohol consumption is permitted off the premises, including the pool area and parking lot. Alcohol consumption is subject to all Federal, State, and County laws and regulations. Facility Renter agrees to be bound by all such laws and regulations, and is liable for any and all penalties incurred in the event that such laws and regulations are violated.
12. Use of the pool area is prohibited before or after posted pool hours. Use of the pool area during pool hours is subject to all rules in effect, including guest fees and the cost to hire an additional life guard if necessary. Guests attending private events may not use the pool and then return to the Clubhouse in wet swim wear.
13. Music shall be confined to the interior of the Clubhouse. Facility Renter shall abide by all local ordinances governing noise levels.
14. Facility Renter agrees that all county and fire codes apply and is responsible for all fines and penalties in the event that such codes are violated.
15. Use of hot plates or any other cooking devices within the Clubhouse is prohibited except for the microwave oven supplied. Any barbeque grills must be placed at least 20 feet from the exterior of the Clubhouse. Grills are not permitted in the pool area.
16. Use of the Clubhouse for public functions for the purpose of solicitations, sales, and/or profit is prohibited.
17. Facility Renter will vacate premises by the time prescribed in the agreement.
18. Facility Renter will abide by the check-in and check-out requirements.
19. Any violation of these rules may result in the suspension of future privileges to rent the Clubhouse.