

Brookshire Homeowners' Association Inc.

Clubhouse Rental Rules and Agreement

Resident name: _____

Address: _____

Telephone:(home)_____ (cell)_____

Type of function:_____ Date:_____ Time:_____

Clubhouse: Front ____ Back ____ check #_____ security dep. check#_____

1. Clubhouse is for the exclusive use of Brookshire residents and their guests. To reserve the clubhouse, the homeowner must be at least 21 years old, and must be in good standing with the Association.
2. Reservations for the clubhouse are on a first come first served basis and will be scheduled on the calendar upon acceptance of this use agreement and full payment of the rental fee. A **security deposit, (for the front clubhouse \$500, for the back clubhouse \$250)** is required prior to the rental date in order to receive the clubhouse keys. All payments shall be personal checks in the homeowner's name, and made out to **Brookshire H O A**. Additional charges may be incurred for damages to the clubhouse that exceed the deposit amount. These charges will be added to your HOA Account.
3. Homeowners who cancel their reservations less than 48 hours prior to the day of the event will forfeit their rental fee unless the clubhouse is re-rented for that date, but will be reimbursed the deposits.
4. The Association reserves the right to enter the clubhouse and terminate any function should the conduct of any person using the clubhouse endanger the health, safety or welfare of any person, constitute a threat to the clubhouse or other property.
5. Rental of the clubhouse does not give the renter exclusive rights to the pool. Renter and guests must share the pool with residents, and follow all pool rules. Usage of the pool and pool deck is prohibited during times when the pool is closed.
6. Parking shall be in designated areas only.
7. The homeowner renting the clubhouse must be present during the entire activity. The homeowner is the one responsible if something should happen.
8. No smoking is allowed inside the clubhouse, including the bathrooms.
9. Except for working dogs, no pets are allowed in clubhouse/pool area.
10. The renter understands and agrees to abide by all local, state and federal Laws and ordinances which pertain to residents, guests and invitees while using the clubhouse. The renter understands that any violation could be grounds for immediate termination of the right to use the clubhouse and amenities for an undetermined amount of time as specified by the Board of Directors. Any such termination shall not waive or change the renter's obligations hereunder.

11. **DO NOT!** Use thumbtacks, nails, staples, glue...or any device to attach anything to the walls, doors, furniture, trim, etc. If damage occurs through this type of use, repairs will be made and the cost deducted from the deposit. Removable tape is acceptable.
12. Renter shall abide by all city of Woodstock noise ordinances.
13. Wet swimwear is not allowed in the clubhouse.
14. No alcoholic beverages may be sold during use of the facility.
15. Clubhouse must be returned to its pre-rental condition. A cleaning procedures checklist is attached to the rental agreement, to help insure proper clean-up. An inspection will be made and the deposit will be returned if the area is cleaned and no damages have occurred, as determined by the Clubhouse Manager.
16. If the clubhouse is not found in satisfactory condition (clean) after leaving and locking up, there will be ONE attempt made to contact the individual to go back and clean up. If the individual is not able to be contacted, refuses to go back to clean up or does not do a satisfactory job of cleaning up the second time, a minimum \$100 cleaning fee will be deducted from the deposit.
17. The clubhouse shall be cleaned and returned to its pre-rental condition immediately following the event unless otherwise agreed upon by the renter and clubhouse manager. All tables and chairs shall be cleaned with supplies provided and wiped down, free from any debris and left clean.
18. Furniture – special care shall be used with all of the furniture in the clubhouse. All couches and chairs can be moved, carefully, by lifting and moving. Any dragging of the furniture that may result in marking on the floors or damage to the furniture will be charged to the renter for the extra cleaning charge. No spills, scrapes or punctures shall be allowed on the furniture. Any spills, scrapes, gouges, punctures or other damage shall be charged to the renter.
19. **POOL SEASON**: For the consideration of all homeowners in the Brookshire community, there shall be NO deck side parties in excess of 8 non-resident guests at any time. Any party greater than 8 or more non Brookshire residents shall be required to rent the clubhouse and be subject to paying for an additional lifeguard if over 10 people (additional lifeguard fee at contract rate).

Failure to comply with the above terms of use agreement can result in forfeiture of all or part of the security deposit as determined by the clubhouse monitor. Please call the clubhouse monitor to report any concerns about the condition of clubhouse prior to your usage. Resident further agrees to indemnify and hold harmless Brookshire Homeowners Association Inc., its officers and directors, agents and employees from and against any and all claims, liabilities, losses, damages, actions, costs, expenses, demands and expense of whatever nature Brookshire Homeowners Association Inc. may sustain or incur by any party made against the Association, its officers and directors, agents, and employees arising out of or in connection with the use of the clubhouse by a homeowner pursuant to the reservation agreement or otherwise.

IN WITNESS WHEREOF, the undersigned resident of Brookshire has caused this agreement to be executed as of the date and year listed below.

Homeowner Signature _____ **Date** _____

Agreement accepted by Brookshire Clubhouse monitor

Signature _____ **Date** _____