

Butterfield Estates Homeowners
Association

Butterfield Estates Homeowners Association
CLUBHOUSE RENTAL AGREEMENT

This agreement is between the Butterfield Estates Homeowners Association (HOA) and the undersigned Butterfield Estates Homeowner (Owner).

Reservations for use of the Clubhouse are made on a first-come, first-served basis up to ninety (90) days in advance of the date of planned use. **The day use rental fee is \$25.00. There is also a refundable deposit of \$150.00 required which must be paid by the Owner at the time of the reservation is made.** If the Owner cancels the reservation more than 7-hours in advance of the scheduled use, the rental fee and deposit will be returned. If the Owner cancels less than 72-hours in advance of scheduled use, the rental fee is forfeited. All reservations are subject to the approval of the Butterfield Estates Board of Directors. Owners with any past due HOA charges may not reserve and/or rent the Clubhouse. The HOA reserves the right to decline reservations to any person for any reason. The HOA 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 HOA has a compelling need to use the Clubhouse for an official purpose. In the event of such cancellation by the HOA, the rental fee and refundable deposit will be returned to the Owner. For the time of the scheduled use, the Owner has the exclusive use of the Clubhouse only.

RULES OF USAGE

- (1) Owner agrees to assume full responsibility for the conduct of himself and his guests.
- (2) Owner agrees to be present during the entire time of actual usage.
- (3) Owner agrees to limit the number of guests to no more than (40) persons.
- (4) Owner agrees to permit NO SMOKING and NO ALCOHOL inside the Clubhouse or in the surrounding common areas. In the event this rule is violated, the Owner agrees to pay a fine of \$100.00 per violation.
- (5) Owner 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 Owners. In the event that HOA receives credible complaints about noise caused by the Owner's use, Owner agrees to pay a fine of \$100.00 and all guests will be asked to immediately leave the area.
- (6) Owner agrees to end usage by 10 p.m. on Sunday-Thursday or 11 p.m. on Friday and Saturday.
- (7) Owner agrees to follow the following Clubhouse clean-up procedures:
 - a. Remove all trash from the area and dispose of it in other than Association trash containers.
 - b. Replace any furniture that was moved, back in its original position. NOTE: TABLE IS NOT TO BE MOVED. DOING SO WILL RESULT IN A \$100.00 FINE.
 - c. Wipe up any spills and crumbs, including inside the refrigerator.
 - d. Clean the Clubhouse so that it is left at least as clean as it was prior to scheduled use. Owner must sweep, mop, vacuum, etc., as necessary.
 - e. Remove all food and drink items as well as all personal items brought into the Clubhouse.
 - f. In the event that the Clubhouse is not left clean, Owner will forfeit the deposit. In the event the cleanup cost exceeds the deposit, the balance will be billed to the Owner's account.
- (8) Owner agrees to turn off the heat (at the thermostat) and turn off the lights at the end of his use.

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- (9) Owner agrees to leave the Clubhouse locked and the keys returned as agreed upon. If the keys are not returned, the Owner agrees to pay a lost key fee of \$150.00.
- (10) Owner agrees to notify the Property Manager or its designee, of any problems encountered and any damage to the Clubhouse and/or grounds caused during his use. Owner agrees to pay for the costs to repair all damage that occurs during his use. Owner agrees to have all such damages and costs billed to his account.
- (11) Rental of the clubhouse does not entitle exclusive use of the pool.
- (12) Owner agrees by signing this agreement that Owner has been legally notified that the above fees, fines, and charges will be assessed under the conditions specified. Owner may request a hearing before the Board within thirty days of the billing of any fee, fine, or charge to Owner's account as a result of this rental.

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

The purpose of use is: _____

I certify that this use is not for any commercial 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 HOA liquidated damages of \$1000.00 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 40).

I am a Butterfield Estates homeowner in good standing and am at least 18 year of age.

I assume FULL RESPONSIBILITY FOR THE ACTIONS OF MYSELF AND EACH OF MY GUESTS during the course of the use, including all claims of damages to any property or injuries to anyone caused by my guests or myself. I agree to indemnify and hold harmless the HOA for all such claims. I have read, understand, and agree to the above terms and rules.

Owner signature: _____

Owner printed name: _____ Date: _____

Address: _____ Email address: _____

Home phone: _____ Cell phone: _____

Use fee of \$25 received by/date: _____

Deposit of \$150 received by/date: _____

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Deposit of _____ was refunded on _____ by _____

The amount withheld (if any) was _____ for _____

Comments: _____

Agent for HOA _____ Date _____ Owner Signature _____