

## APPLICATION FOR CLUBHOUSE RESERVATION AGREEMENT

In consideration for The Springs at High Rock Homeowners Association, Inc. ("Association") allowing exclusive use of the Springs Clubhouse ("Clubhouse") equipment and furnishings, the undersigned applicant agrees to the following:

1. Applicant is a property owner in good standing within the Association. "Good standing" is defined as having no unpaid dues, late charges, or fine assessments and not having been denied access to the facilities for previous misuse.
2. Applicant is at least 25 years of age and will **remain in attendance and be responsible for his/her guests' actions throughout the duration of the function**. Applicant understands that failure to comply could result in forfeiture of the applicant's deposit. Requests made by adult property owners under the age of 25 years of age will be considered by the Association on a case-by-case basis.
3. Only the applicant will open (unlock) and close (lock up) the Clubhouse. This responsibility **may not** be delegated.

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4. Applicant agrees that the usage of the Clubhouse does not include the use of the pool, hot tub, or tennis courts for non-member guests.

5. Applicant requests to reserve the Clubhouse on \_\_\_\_\_ between the hours of \_\_\_\_\_ and \_\_\_\_\_.

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6. Applicant states that there will be no teenagers present at the event (persons between the ages of 13 and 19 years of age). **If teenagers are present a "Teen Addendum" must be completed.**

7. The use of the Clubhouse for fundraising activities with sale of tickets must be expressly authorized in advance by the Association's Board of Directors.
8. The Clubhouse is available for use between the hours of 11:00 am and 1:00 am (including setup and clean-up time). Applicant understands that continued use of the Clubhouse after these hours will constitute a breach of this Agreement and may result in forfeiture of his/her security deposit. All events must end in time to ensure the Clubhouse is empty by 1:00 am.
9. Doors will remain closed for the duration of applicant's event. Music will not be audible from the exterior of the Clubhouse after 10:30 pm Sunday through Thursday, and midnight on Friday and Saturday. At any time during the event, if the applicant receives a request from a fellow homeowner to lower the volume of the music, he/she will respect the request and comply. Applicant understands the sheriff's department may be called to respond if the noise issue is not resolved.
10. Applicant agrees to pay a cleanup and maintenance fee of \$125 per day for parties of 25 persons or less and \$250 per day for parties of 26 persons or more, and a refundable security deposit of \$500 for the use of the facility.
11. At the end of the event(s), applicant agrees to be responsible for: removing and taking home with him/her all trash from the interior and exterior of the Clubhouse (the Clubhouse does not have trash pick-up service), returning furniture to its original location, shutting off appliances and lights, extinguishing the fireplace (if used), performing a basic cleanup, resetting the thermostat, locking and securing all doors and windows, and setting the alarm. *See the Clubhouse CleanUp Checklist for a full list of requirements.*
12. Applicant understands that he/she must pay all monies within seven (7) calendar days of submitting a request to reserve the Clubhouse. The reservation fee will be refundable only if it is

canceled no later than 30 days before the reservation date. If the event date needs to be changed and the Clubhouse is available, the date may be changed with no penalty.

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13. Applicant understands and agrees that his/her refundable security deposit of \$500 may be used to pay for extraordinary cleaning costs in excess of what the professional cleaning fee is designed to cover, and any and all damages resulting to the Clubhouse, its contents, or any other portion of the property from any of the actions of persons attending, or in any other way related to the event. Applicant understands that any charges made against the deposit will be explained. If the cost of repairs exceeds the amount of the deposit, applicant agrees to pay the Association the full cost of repairs within ten (10) days of receipt of a written explanation of the damages and a bill from the Association for such repairs. Applicant agrees that any damages and/or expenses incurred by the Association as a result of the use of the Clubhouse under this Agreement shall be considered an assessment and constitute a lien against his/her property and shall be fully collectible as such as provided for in the Association's Declaration of Covenants, Conditions, and Restrictions. Applicant also understands that the Association reserves the right to increase the required security deposit up to \$1000 or decline any future reservation request of a homeowner who has previously forfeited the security deposit due to a breach of this Agreement.

14. In the event that any or all of applicant's checks are returned for non-sufficient funds, applicant agrees to pay a \$25 service charge per item that is returned. In addition, he/she agrees to reimburse the cost of the returned checks to the Association with a cashier's check or money order within one (1) day of being notified of such in order to guarantee his/her reservation date. Applicant also understands that as a result of his/her returned check(s), future requests to reserve the Clubhouse may require the payment of all fees and deposits with a cashier's check or money order.

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15. Applicant assumes all responsibility, risks, liabilities, and hazards incidental to the activities conducted at the event (including, but not limited to, the serving of alcoholic beverages) and hereby releases and forever discharges the Association, its officers, directors, employees, agents, and members (past, present, 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 his/her use of the Clubhouse and its appurtenances.

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16. Applicant agrees to indemnify and hold harmless the Association, Cedar Management Group, their officers, directors, employees, agents and members (past, present, and future) for any and all claims, costs, causes of action and liability (including, but not limited to, attorneys' fees) for any injury, to either person or property, suffered by his/her family members, employees, agents, servants, guests, invitees or any other member of the Association or any other person which arise from or are in any way related to the above activity, whether or not caused by the Association's negligence.

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17. Applicant assumes all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to his/her function. He/she agrees to be personally responsible for causing all such persons to comply with the Association's Declaration of Covenants, Conditions, and Restrictions, By-Laws, Agreements, and Rules and Regulations. He/she acknowledges that a violation by any person present at, attending, or in any other way related to his/her function may, at the sole discretion of the Association, result in forfeiture of his/her refundable security deposit and/or the levying of additional fines and liens against his/her property as restitution. All appeals of such decisions should be made to the Association's Board of Directors.

18. Applicant understands that he/she is being granted the exclusive use of the Clubhouse for the time period requested subject to the right herein reserved by the Association to enter the Clubhouse and terminate his/her use immediately 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.

19. Applicant hereby agrees and represents that the Clubhouse will be used for lawful purposes only and that any conduct at the function he/she is sponsoring does not violate any federal, state or

local laws or ordinances, or Association rules; otherwise, his/her rights to use the Clubhouse under this Agreement shall be terminated immediately and the Association will have the right to take possession of the Clubhouse and instruct applicant and his/her guests to leave the property. Applicant also understands that such actions may results in the loss of the security deposit and/or the refusal of the privilege of using the Clubhouse for future functions.

20. Subject to those deductions provided for in this Agreement, applicant understands that if the Clubhouse is returned in the same condition as prior to the event, the security deposit will be refunded

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21. Applicant understands that wet swimsuits, smoking, and pets (with the exception of service dogs) are not allowed inside the Clubhouse at any time. Applicant also understands that smoking is NOT allowed in the clubhouse or the surrounding grounds. Smoking may be done only in a private vehicle. Violations will result in a fine as well as possible loss of usage privileges. Shoes and shirts are required to be worn while inside the Clubhouse.

22. Guests carrying firearms are strictly prohibited inside the Clubhouse or on the common Clubhouse property at any time.

23. Applicant will not attach decorations to any surface of the Clubhouse except windows and window/door moldings. No paint, tape, tacks, or other adhesives are allowed on the walls, ceilings, flooring, or furniture. Removal of any approved decorations must not cause damage to any surface or item within the Clubhouse.

24. Applicant understands that his/her reservation of the Clubhouse on the requested date will not be confirmed nor will the Agreement be binding until such time as the deposits and fees have been paid in full and the Association has notified him/her of the successful execution of this Agreement.

25. Applicant has read, understands, and accepted all terms of this Agreement, the Teen Addendum (if applicable) and the Clubhouse Standards and agrees to be bound by the terms.

26. Applicant understands that reserving the Clubhouse is a privilege. Any abuse of that privilege, including, but not limited to the terms of this Agreement, will result in an increase in the required deposit and/or usage fees for any future requests or prohibit him/her from usage entirely.

Name:	Home Phone:
Address:	Work Phone:
Email:	Cell Phone:
Signature:	Date:

**FOR MANAGEMENT'S USE ONLY**

Agreed to and accepted by:	Date:	_____
HOA Title:		
Amount cleaning/reimburse	fee	\$125.00 or \$250.00
Paid on		_____
Check or Money order #		_____
Security Deposit	\$500.00	Paid on _____
Check or Money order #		_____
homeowner by:		Confirmation E-mail sent to _____

Once the form is completed, please contact Bill Conrad at (336) 250-1651 for processing.

## CLUBHOUSE STANDARDS

The safety, health and comfort of all members are the basic objectives of following Clubhouse Standards. These standards were prepared by the Recreational Facilities Committee (henceforth the RFC) and approved by the Board of Directors. It is the duty and responsibility of all members, their children and guests to comply with these standards.

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❖ **The homeowner reserving the clubhouse must be the host/hostess of the event and must be present at all times including set-up and clean-up. Failure to do so will result in the loss of the \$500 deposit.**

- ❖ Private use of the Clubhouse **does not include** use of the swimming pool, hot tub, or tennis courts. Non-member guests are not allowed in these areas.
- ❖ Guests must remain in the Clubhouse area and not wander through the residential or common areas.
- ❖ Wet suits and pets (with the exception of service dogs) are not allowed inside the Clubhouse at any time.
- ❖ **Smoking is NOT allowed in the clubhouse or the surrounding grounds. Smoking may be done only in private vehicles.**
- ❖ Shoes and shirts are required to be worn while inside the Clubhouse.
- ❖ No paint, tape, or tacks are allowed on walls, floors, furniture or ceilings.
- ❖ If helium balloons are used in the Clubhouse, they must be attached to a streamer of at least 25 feet to prevent loosened balloons from becoming unrecoverable in the rafters. Unrecoverable balloons left overnight may cause false activation of the alarm system.
- ❖ Glitter and confetti may not be used in the Clubhouse due to the difficulty in removing it from the furniture fabric, carpets, and rugs. If either is used, applicant may be required to pay an additional \$50 in cleaning costs.
- ❖ It is suggested that colored drinks not be served to avoid spillage stains on the furniture, carpets, and rugs. In the event of a spill, a minimum of \$50 will be charged to have the stain professionally treated.
- ❖ Guests must park legally in the Clubhouse parking lot. Vehicles parking on the streets or easement areas of Tor Court due to parking lot overflow must not at any time block driveways, damage landscaping, or impede access by emergency vehicles. Discovery of any such occurrence may result in the vehicle's being towed away at the owner's expense.



**APPLICATION FOR RESERVATION AGREEMENT  
THE SPRINGS AT HIGH ROCK CLUBHOUSE \*\*TEEN  
ADDENDUM\*\***

In addition to the Agreement conditions acknowledged above, Applicant also agrees to comply with the following conditions when hosting an event involving guests that are between the ages of 13 and 19 years old.

As required in the Application for Reservation Agreement and the Clubhouse Standards, the applicant must be 25 years of age or older when sponsoring an event where the age of the guests is between 13 and 19 years of age. Furthermore, there will be at least a minimum ratio of one adult for every ten teens.

The applicant agrees that any guests under 21 years of age will not be served or allowed to consume alcoholic beverages.

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**Applicant assumes all responsibility, risks, liabilities, and hazards incidental to the activities conducted at the event (including, but not limited to, the serving of alcoholic beverages) and he/she hereby releases and forever discharges the Association, its officers, directors, employees, agents, and members (past, present, 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 the use of the Clubhouse and its appurtenances.**

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**Applicant agrees to indemnify and hold harmless the Association, Cedar Management Group, their officers, directors, employees, agents and members (past, present, and future) for any and all claims, costs, causes of action and liability (including, but not limited to, attorneys' fees) for any injury, to either person or property, suffered by the applicant, his/her family members, employees, agents, servants, guests, invitees or any other members of the Association or any other person which arises from or are in anyway related to the above activity, whether or not caused by the Association's negligence.**

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**Applicant assumes all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to his/her function. Applicant agrees to be personally responsible for causing all such persons to comply with the Association's Declaration of Covenants, Conditions, and Restrictions, By-Laws, Agreements, and Rules and Regulations. He/she acknowledges that violations thereof by any person present at, attending, or in any other way related to his/her function may, at the sole discretion of the Homeowners Association, result in forfeiture of his/her refundable security deposit and/or the levying of additional fines and liens against his/her property as restitution. All appeals of such decisions should be made to the Association's Board of Directors.**

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CLUBHOUSE CLEAN-UP CHECKLIST** (Please use this form for reference to ensure the return of your security deposit.)

Name of Property Owner: \_\_\_\_\_

Date of Event: \_\_\_\_\_

The Association does provide a cleaning service after each event. But, as per the contract, a preliminary basic cleanup is expected. In addition, all food, beverages, containers, other goods that were brought in for the event, and any garbage generated at the event's ending, must be removed by applicant.

- \_\_\_\_\_ No trash or water on the floor.
- \_\_\_\_\_ Kitchen cabinets and counter tops clean. Appliances clean and off.
- \_\_\_\_\_ Refrigerator clean and empty. Sinks clean. No food or drinks left behind.
- \_\_\_\_\_ Tables left clean and all furniture returned to its original place.
- \_\_\_\_\_ Outside deck cushions neatly placed inside the clubhouse.
- \_\_\_\_\_ Surrounding grounds in order (i.e. no trash or debris in landscaping beds).
- \_\_\_\_\_ Decorations removed. Overall facility conditions inspected.
- \_\_\_\_\_ Lights and fans off. All doors and windows (including bathroom windows) closed and locked.
- \_\_\_\_\_ All garbage removed from facility.
- \_\_\_\_\_ Fireplace screen on. Fireplace turned off.
- \_\_\_\_\_ This checklist and keys returned to Bill Conrad (or another pre-determined Association Representative) by no later than 5:00 pm the day after the event.
- \_\_\_\_\_ Both thermostat controls reset (80° in the summer / 55° in the winter).
- \_\_\_\_\_ Security alarm system activated.

Comments: \_\_\_\_\_

\_\_\_\_\_

Date Inspected: \_\_\_\_\_

Signature: \_\_\_\_\_