

**WEATHERSTONE HOMEOWNERS ASSOCIATION
CLUBHOUSE AGREEMENT
REVISED JANUARY 24, 2014**

The Weatherstone Clubhouse (Clubhouse) is intended for the non-commercial use of the Homeowners in the Weatherstone Development (Homeowner/Homeowners) and the Weatherstone HOA (HOA Board). Homeowners are encouraged to use and enjoy the Clubhouse. It is the HOA Board's goal that Homeowners using the Clubhouse enjoy it and leave it in good condition for the next Homeowner.

This Clubhouse Agreement (Agreement) sets forth information and requirements regarding the appropriate use of the Clubhouse by Homeowners. The HOA Board specifically reserves the right to amend this Agreement as necessary. Any decision to amend this Agreement shall be made by the HOA Board. The decision of the HOA Board is final.

GENERAL RULES FOR CLUBHOUSE RESERVATION REQUESTS

The Homeowner's Association DUES MUST BE CURRENT in order to submit a reservation request for the Clubhouse.

The reservation request must be sent in writing to a member of the Clubhouse Committee.

HOA sponsored functions have priority for reserving the Clubhouse.

Recurring events, such as those occurring multiple times per week, weekly, or monthly must have written approval of the HOA Board before the reservation is scheduled. The decision of the HOA Board is final.

THE CLUBHOUSE CANNOT BE SUBLET TO ANY THIRD PARTY.

The Clubhouse cannot be reserved in order to run events in which the Weatherstone Homeowner reserving the Clubhouse is not the primary user.

Weatherstone Homeowners who reserve the Clubhouse must be present during the entire event.

Any functions held at the Clubhouse shall be limited to the use by the Weatherstone Homeowners and guests only.

Storage of items related to any event is prohibited, unless those items are donated to the Clubhouse for use by any Homeowner using the Clubhouse. Any request for a waiver of this policy must be submitted to the HOA Board. The decision of the HOA Board is final

Any rented items such as tables, chairs, etc. shall be removed from Clubhouse by 10:00 am of the morning following the last day of rental.

Rental usage of the Clubhouse will be limited to no more than six (6) events per calendar year per household.

The HOA Board reserves the right to review and deny any and all reservation requests for use of the Clubhouse that may be deemed inappropriate for the venue or not meeting the requirements of this Agreement. This includes revoking an approved rental request. The decision of the HOA Board is final.

COMMERCIAL USE PROHIBITED

Any reservation intended to make a profit for the Homeowner is deemed a commercial use and is strictly prohibited.

A reservation request for the Clubhouse for an event open to all Homeowners (and guests) only that requires the hiring of an instructor may not constitute a commercial use.

The HOA Board specifically reserves the right to review all reservation requests to determine if the event is for a commercial use of the Clubhouse. The decision of the HOA Board is final.

CLUBHOUSE USAGE FEE

A Clubhouse Usage Fee of \$150.00 per day must be paid in advance by the Homeowner for all Clubhouse rentals. If the Clubhouse Usage Fee made to the HOA Board is returned from the bank for NSF, the Homeowner shall be charged an additional fee of \$25.00 fee.

The HOA Board reserves the right to offer a discounted rental rate of \$75.00 for a rental request involving a school function. The decision of the HOA Board is final.

WAIVER OF DAILY RENTAL CHARGE

If an event is open to all Weatherstone Homeowners and their guests only, then the \$150.00 usage fee is waived. In this case an announcement must be sent to all Homeowners via Homeowner-list email and/or mailbox flyers at least 5 days prior to the event.

PRIORITY OF EVENTS

Private parties which incur the \$150.00 rental charge will be given precedence over any recurring events that are open to all Homeowners (and guests) only, and in which the \$150.00 rental charge is waived.

USE OF FLAT SCREEN TELEVISION AND DIRECT TV SATELLITE SYSTEM

The Homeowner is permitted to use the Flat Screen TV, Sound Bar and Direct TV Satellite System during the rental of the Clubhouse. The Homeowner shall be responsible for any damage to the Flat Screen TV, the Direct TV Satellite System, the Sound Bar, or loss or damage of any remote controls that occur during Homeowner's rental of the Clubhouse.

In addition, the Homeowner shall be responsible for any PPV (Pay Per View) or any other Direct TV charges incurred during Homeowner's rental of the Clubhouse.

SECURITY/KEY DEPOSIT

There will be a separate \$150.00 security/key deposit; therefore two (2) separate checks are required – one for the security/key deposit and one for the Clubhouse Usage Fee. The security/key deposit of \$150.00 must be paid in advance by the Homeowner for all Clubhouse rentals. If the security/key deposit payment made to the HOA Board is returned from the bank for NSF, the Homeowner shall be charged an additional fee of \$25.00 fee.

The Clubhouse must be cleaned and checked for damage and/or additional expense immediately following the event in accordance with the attached checklist. A Clubhouse Committee Member will meet with the Homeowner to inspect the Clubhouse before the event to note the existing conditions of the Clubhouse prior to the rental. Once the existing conditions of the Clubhouse have been agreed to and signed off on, the Homeowner will be provided a key by the Committee Member for their use to access the Clubhouse. At that time, the Homeowner shall be the responsible party for the condition of the Clubhouse. By 10:00 am of the morning following the last day of rental, the Homeowner and a Committee Member must meet at the Clubhouse to again review the condition of the Clubhouse and to review the checklist. At this meeting, the Homeowner will hand the key back over to the Committee Member.

If after the completion of the checklist, the Homeowner will be eligible to receive the \$150.00 security deposit with an appropriate deduction for any damage, PPV charges, or any other Direct TV charges that occurred during the Homeowner's rental of the Clubhouse. Damages or charges exceeding the \$150.00 security deposit are the responsibility of the Homeowner.

WEATHERSTONE CLUBHOUSE RESERVATION REQUEST

Name: _____ Phone: _____

Address: _____

Date/Time Requested: _____

Function: _____

Expected number of Occupants: _____

(Note: Total occupancy shall not exceed listed Fire Code occupancy limit)

Is this event open **only** to all Weatherstone Homeowners and their guest? Yes___ No___

Is this a private-party event open only to the reserving Homeowners guests? Yes___ No___

1. If alcohol is to be served, I agree to comply with all federal, state and county laws governing alcohol consumption by minors.
2. Reserving Homeowner MUST be in attendance at all times and is responsible for completion of clean-up checklist.
3. When the Clubhouse is reserved for the use of persons under the age of 21, **A PARENT MUST BE IN ATTENDANCE AT ALL TIMES.**
4. Common courtesy for surrounding neighbors prevails as to the length of parties and to the sound level of the entertainment. In no event shall parties that include outside usage of the rear patio go past midnight. Parties within the confines of the Clubhouse are not time limited.
5. **DOORS MUST REMAIN CLOSED DURING EVENTS,** to keep out flies/pests and to conserve air conditioning or heating.
6. Use of glitter, sequins, nails, tacks and staples is prohibited.
7. No pets allowed in Clubhouse or pool area; reservation of the Clubhouse does not include reservation of the pool area. The pool area cannot be reserved.

8. No wet bathing suits allowed on furniture.
9. Smoking is not permitted in the Clubhouse.
10. Overflow parking should use one side of the street; parking is not permitted on any Homeowner property or landscaped areas.
11. At NO time shall any of the furniture be removed from within the Clubhouse to the outside patio.

WEATHERSTONE CLUBHOUSE RESERVATION REQUEST

I hereby agree to be financially responsible for any damages that occur as a result of using the Clubhouse and further agree to hold harmless the Weatherstone Homeowners Association and its Board of Directors in the event of loss or liability.

I certify that I will abide by the policies governing the use of this facility and will be responsible for any additional clean-up or damages to the facility, including but not limited to, furniture, carpet, or equipment caused by the occupancy of my group to the premises.

I understand that any violation will result in forfeiture of part or all of my security deposit. I further understand that any damages exceeding the security deposit will be billed to me. Further, I understand that any future use of the Clubhouse may be restricted at the discretion of the HOA Board based on the severity of the damages and negligence.

I understand that any violation of the Rules and/or Terms of this rental will be subject to the following penalties, at the discretion of the HOA Board:

1st Offense: (6) months revocation of rental privileges;

2nd Offense: Loss of rental privileges.

Homeowner (Print Name)

Signature

Date

Deposit Check #

Clubhouse Committee Member

Date

WEATHERSTONE CLUBHOUSE CHECKLIST

- Check the Direct TV Equipment and remote control and confirm neither item has been damaged or removed from the Clubhouse.
- Check the Flat Screen Television and remote control and confirm neither item has been damaged or removed from the Clubhouse.
- Remove ALL food and drink items brought for event from refrigerator/freezer
- Remove ALL trash and reline trash can
- Vacuum ALL floor areas and *please mop floors if spills have occurred*
- Wipe down countertops and sinks (kitchen and bathrooms)
- Windex glass doors (in/out) where guests may have left fingerprints
- Windex bathroom mirrors
- Check to make sure all toilets are flushed
- Remove all decorations Wipe off all tables and *please Windex glass table*
- Stack tables and chairs in storage area
- Remove from the Clubhouse all rented items such as tables, chairs, decorations, etc.
- Return all furniture to original position
- Return all blinds to the closed position
- Please pick up trash in the parking lot, patio, playground, and pool areas that may have been left as a result of your event
- Adjust BOTH Thermostats - **heat setting in winter to 60 / cool setting in summer to 80**
- Check to make sure ALL doors and windows are locked
- Turn OFF ALL lights and fans

- Check that all exterior doors are locked and LOCK FRONT DOOR upon exiting**

Please indicate any damage to the Clubhouse _____

Homeowner

Committee Member

Date