



Amerige Heights

AMERIGE HEIGHTS COMMUNITY ASSOCIATION
CLUBHOUSE RESERVATION AGREEMENT

Name of Homeowner of Record: _____

Property Address: _____

Phone: () _____ Email: _____

Tenant Name: _____

Phone: () _____ Email: _____

Reservation Date: _____ Type of Function: _____

Start Time _____ a.m./p.m. End Time _____ a.m./p.m.
(include set-up time) (include clean-up time)

(Available Hours: Sunday - Thursday 7:00 a.m. to 10:00 p.m. & Friday-Saturday 7:00 a.m. to 11:00 p.m.)

Reservation Deposit: The reserved use of the Clubhouse is for personal, private or family social functions and not for other outside or commercial activities. Within seven (7) days of making any verbal clubhouse reservation, the Homeowner must submit to Management at the address below, the following:

- Signed Clubhouse Regulations
Signed Reservation Agreement
A personal check or money order in the appropriate amount set forth on the attached Schedule of Clubhouse Reservation Fees provided to you with this Agreement made payable to Amerige Heights Community Association. The check will be deposited by the Association.
If either alcohol will be served, or a bounce house present, proof of insurance covering the event naming the Association as an additional insured.
Host Liquor Liability Agreement if alcohol will be served.

The security deposit will only be returned upon receipt of the Clubhouse Inspection form signed by a Clubhouse Committee Member. Refunds of the security deposit may take up to three (3) weeks to process after the signed form is received by Management. The Clubhouse will be inspected for cleanliness, damage and compliance with all the Amerige Heights Community Association rules. Any cost to repair damages, etc. will be deducted from the security deposit and additional amounts may be assessed. The undersigned Homeowner of record understands and agrees to the following:

(continued)



Amerige Heights

(Initials)

- _____ 1. I agree and understand that I will be solely responsible for any damage caused by me or my guests, tenants, family members and/or invitees. I understand I will be required to pay for any damage in excess of the security deposit.
- _____ 2. I agree and understand that I shall indemnify and defend and hold the Amerige Heights Community Association, its directors, officers, and agents harmless from any claim or liability, including without limitation, personal injury, personal property damage, reasonable attorneys' fees and court costs, or loss or claim of any kind arising out of or related in any manner to my use of the Clubhouse and/or use by my tenants, family members, guests, or invitees.
- _____ 3. **I agree and understand that permission to reserve the Clubhouse does not include reserving the tennis court area. This area will remain available for all residents.**
- _____ 4. I agree and understand that guests will be limited to a maximum of sixty-nine (69) persons.
- _____ 5. I agree and understand that the Clubhouse must be cleared immediately following the event and all personal items, decorations and trash are to be removed.
- _____ 6. I agree and understand that the Resident is to be present throughout the entire function with a copy of this Agreement and must comply with any request to control noises or any disturbance.
- _____ 7. I agree and understand that the **security deposit will not be returned without the Clubhouse Inspection form and Furniture Inventory List completed and signed by me and the Clubhouse Committee member.**
- _____ 8. I agree and understand that I must be in good standing within the community, including, but not limited to, current in paying dues, have no open violations or have a balance due for any other Association matter.

I acknowledge that I have received a copy of this agreement and a copy of the Clubhouse Rules and Regulations. I have read all the above and agree to abide by this agreement, the CC&R's and Rules for the Clubhouse.

_____ Print Name (Homeowner of Record) _____ Date

_____ Signature (Homeowner of Record) _____ Address

IF CLUBHOUSE IS BEING RESERVED FOR USE BY A NON-OWNER RESIDENT/TENANT:

_____ Print Name (Resident/Tenant) _____ Date

_____ Signature (Resident/Tenant) _____ Address



Amerige Heights

**AMERIGE HEIGHTS COMMUNITY ASSOCIATION
CLUBHOUSE RESERVATION
HOST LIQUOR LIABILITY AGREEMENT**

I will be serving alcohol at this event and hereby agree to indemnify, defend and hold Amerige Heights Community Association, its officers, directors, agents and employees (“Amerige Heights”) harmless from any and all claims arising out of or resulting from the furnishing of alcohol at the above function. The undersigned acknowledges that he / she is the host of the aforementioned function and is serving alcohol at said function and that in no event shall the Amerige Heights Community Association be liable to any of the undersigned’s guests or third-parties attending the above function arising out of the service of alcohol by the undersigned at said function. Such waiver shall apply, without limitation, to any and all claims for negligence or willful misconduct that may be applicable against the undersigned host of the above described function.

I will NOT be serving alcohol at this event.

Print Name (Homeowner of Record) _____
Date

Signature (Homeowner of Record) _____
Address

IF CLUBHOUSE IS BEING RESERVED FOR USE BY A NON-OWNER RESIDENT/TENANT:

Print Name (Resident/Tenant) _____
Date

Signature (Resident/Tenant) _____
Address

AMERIGE HEIGHTS COMMUNITY ASSOCIATION
SCHEDULE OF CLUBHOUSE RESERVATION FEES

- Reservation for use by Homeowner Resident – NO alcoholic beverages - \$336.25 (\$250.00 is a refundable deposit)
- Reservation for use by Homeowner Resident – WITH alcoholic beverages - \$586.25 (\$500.00 is a refundable deposit)
- Reservation for use by Tenant Resident – NO alcoholic beverages - \$586.25 (\$500.00 is a refundable deposit)
- Reservation for use by Tenant Resident – WITH alcoholic beverages - \$836.25 (\$750.00 is a refundable deposit)

The above fees include a non-refundable cleaning fee of \$86.25. The security deposit, less the \$86.25 non-refundable cleaning fee, will be returned within 21 days after the premises have been vacated provided that an inspection of the facility reveals no damage or additional cleaning is necessary.



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AMERIGE HEIGHTS COMMUNITY ASSOCIATION CLUBHOUSE RULES & REGULATIONS

1. The Clubhouse is available for private functions by advance reservation, not more than (12) months in advance of event, or less than fourteen (14) days in advance of the event, for **Homeowners and Residents of Amerige Heights Community Association** and their guests. Availability is on a "First Come-First Served Basis".
2. Availability dates for the Clubhouse will be at the discretion of the Board of Directors. The Board may adopt a policy to limit availability during holidays. Hours of Availability: Sunday through Thursday 7:00 A.M. - 10:00 P.M., Friday and Saturday 7:00 A.M. - 11:00 P.M.
3. Functions involving solicitation, drugs and alcohol resale, and other functions not deemed to be appropriate in a residential planned development, as well as subleasing, are strictly prohibited.
4. Pets (other than service animals), bicycles, skateboards, roller-skates, rollerblades/glides or any device deemed a nuisance or offensive by the Board of Directors or their designee are prohibited.
5. The **only** area that can be reserved for a private function is the Clubhouse.
6. Beer, wine and champagne are permitted under the following conditions:
No alcoholic beverages will be served to minors. All attendees at Clubhouse functions are required to comply with all applicable local, state and federal regulations. A Host Liquor Liability agreement must be entered into and signed seven (7) days prior to the date of the event. Alcohol may not be offered for purchase. Proof of liability insurance covering the event must be provided at least seven (7) days prior to the date of the event.
7. A maximum of sixty nine (69) individuals will be allowed at private functions.
8. Within seven (7) business days of any verbal reservation, the Clubhouse Regulations and the Reservation Agreement must be received by Management, accompanied by a personal **check or money order, which will be deposited upon receipt**, made payable to the AMERIGE HEIGHTS COMMUNITY ASSOCIATION as outlined on the Schedule of Clubhouse Reservation Fees ("Schedule of Fees"), which will be provided to you by the Association's Management Agent with your Clubhouse Reservation Agreement. The Schedule of Fees is subject to change from time to time.

Any charges for additional cleaning or damages will be deducted from the security deposit and any damages in excess of the deposit amount will be billed to the homeowner.
9. Decorations must not discolor or damage walls and furnishings. Only masking tape, which does not damage any walls and/or furnishings, will be permitted to fasten decorations.
10. Any spill/stain on furniture or carpet must be cleaned immediately. Stains noted at inspection will result in an automatic cleaning fee being deducted from the security deposit in the amount of \$25.00. Any additional amount needed for extra cleaning, repair or replacement will be deducted or assessed to the owner.
11. If a Homeowner or guest, invitee, family member or tenant of Homeowner in any way causes a disturbance to other residents, or allows misuse of the building facilities, the Homeowner may be fined and denied use of the Clubhouse in the future in accordance with the Association's enforcement policy.
12. Clubhouse rules will be strictly enforced. Violation of any of the Rules may result in forfeit of the deposit at the discretion of the Board of Directors and/or additional disciplinary action, including fines.

13. Absentee Homeowners may reserve the Clubhouse for their tenants. The Homeowner will be liable for damages caused by their tenant and/or tenant's guests, family members or invitees, and the cost to repair any damage will be deducted from the security deposit. Any balance remaining will be billed to the Homeowner.
14. Association meetings have preference over Homeowner reservations.
15. Smoking is NOT permitted inside the Clubhouse, restroom facilities, park areas and/or tennis courts.
16. The following items must be completed in a satisfactory manner prior to the security deposit being returned.
 - a. **Any more than five (5) tied bags of trash left in Clubhouse will result in an additional charge.**
 - b. **Turn off all appliances except the refrigerator.**
 - c. **Remove any personal items. No items are to be left in the refrigerator or freezer.**
 - d. **Lock all doors and windows before you leave.**
 - e. **Replace all furniture to its original location.**
 - f. **Remove all decorations, including any tape used to affix decorations.**
17. The Association's patrol service has the power to terminate any event which it deems is causing an undue burden or disturbance to other homeowners in the community or in the tennis court area.
18. Do not prop open the bathroom doors.
19. Due to limited parking spaces at the Clubhouse area, all vehicles must be parked in accordance with the rules and regulations of the Association.
20. Should any homeowner wish to reserve the Clubhouse more than five (5) times in any calendar year, prior Board approval is required.
21. Bounce houses are permitted, subject to homeowner obtaining insurance covering the event which names the Association as an additional insured. **Proof of insurance must be provided to Management at least seven (7) days' prior to the event.**
22. Live music, amplified music or DJs are permitted and must be concluded by 10:00 PM. Please exercise good judgment with regard to the volume of music being played as the Clubhouse is in close proximity to other homes in the neighborhood.

The above items must be completed before you leave the Clubhouse and refund is processed. I understand and agree that I am responsible for the condition of the Clubhouse.

Print Name (Homeowner of Record)

Date

Signature (Homeowner of Record)

Address

Adopted by the Board of Directors March 27, 2017