

West Garden Homeowner's Association

CLUBHOUSE RENTAL APPLICATION AND RULES

The clubhouse and gym area is for the enjoyment of the members of West Garden HOA.

The owner's renting the clubhouse must agree to the following rules, attached to this application.

- Please fill out and return to Welch Randall PM (See address below)

Date of Rental:

Time Beginning:

Time Ending: (Closes at 10PM)

Purpose of Rental:

(If for commercial use, the HOA must approve prior to renting)

Number of people expected to attend:

Will admission, tuition, or fee of any kind be charged? Yes _____ No _____

Will donations be solicited or collections taken? Yes _____ No _____

Will products or services be promoted in any way? Yes _____ No _____

Will items be sold? Yes _____ No _____

Will decorations be used anywhere in the clubhouse? Yes _____ No _____

If you answered yes to any of the above questions, please explain:

If food and /or drinks are served, please list the items:

RENTAL FEES:

*Basic Rental Fee: \$0.00

*Security Deposit: \$0.00

CLUBHOUSE RULES

- *** Owner's must be in good standing, current on all assessments and fees with the HOA.
- *** An adult over the age of 18 must be present at all times and responsible for those in attendance.
- *** The use of the clubhouse and adjacent areas shall not be used for activity that would be intrusive to the neighbors.
- *** Smoking is not permitted in the clubhouse or gym area.
- *** Owners are responsible to the HOA for any loss or damage to the clubhouse, adjacent areas, furniture, fixtures or appliances, gym equipment caused by themselves or their guests.
- *** Commercial use of the clubhouse must be approved by the HOA.
- *** Operating hours are 7AM to 10 PM.
- *** (Approved Reservations) All decorations must be approved by the management company, Welch Randall. Nothing shall be affixed to any surface within the clubhouse, including windows, doors, walls, and ceiling. The use of scotch tape or anything that leaves a sticky residue is prohibited. Candles or open flames are prohibited.
- *** Tables need to be covered to protect the surface from damage.
- *** Drinks that contain dye or food coloring are not permitted. Glass container are prohibited.
- *** Kitchen area is to be used for serving and warming food. Food shall not be cooked or initially prepared in the kitchen.
- *** No street parking will be permitted in accordance with the HOA rules.

CLEANING CHECKLIST FOR RENTALS

- Remove trash from area, discard in your own trash container upon leaving.
 - Clean all fingerprints from glass doors.
 - Wipe and clean all counters.
 - Clean all appliances in kitchen area.
 - Vacuum, sweep and mop hard floors.
 - Empty and clean refrigerator.
 - Clean restrooms, including sinks, toilets and shower (if applicable).
 - Clean and return all furniture to proper locations
 - Turn off all lights
 - Secure all clubhouse doors upon departure.
- *** Failure to leave the clubhouse in order and cleaned will result in fees being added to your homeowner portal for the cost of cleaning. ***
- *** Rules and regulations pertaining to this facility shall be adhered to and strictly enforced. If they are not adhered to, owners shall be restricted from future use of the clubhouse.

*** The HOA may require restitution for loss or damage, or impose such fines as it seems reasonable. It may also restrict, limit or prohibit access to the clubhouse for violations of such rules governing their use.

*** Management reserves the right to refuse use and/or cancel reservations at any time.

*** Use of the clubhouse does not constitute endorsement by the HOA or Welch Randall. No advertisement or endorsement implying such will be permitted.

*** To the extent permitted by law, person/persons renting or using the clubhouse and gym agree to indemnify and hold harmless, the West Garden Homeowner's Association and Welch Randall from and against any and all losses, claims, liabilities, and expenses, including attorney fees, if any, which the West Garden Owner's Association and Welch Randall may suffer or incur in connection with the renter's possession, use or misuse of the clubhouse and /or adjacent areas.

I agree to the rules and regulations of the community and those which are set forth in this document. It is also understood that I have read this agreement and understand the failure to comply will necessitate forfeiture of my access code and cancellation of Clubhouse privileges.

Home Owner Name (Printed) _____

Address _____

Telephone Number _____ E-mail _____

Home Owner Signature _____ Date _____

Manager Approval _____ Date _____