

# Destiny Springs Condominium Association, Inc.

## CLUBHOUSE RESERVATION ONLY AND USE AGREEMENT

The Clubhouse may not be used for any profit-making activity, solicitations, or political fundraising. No favoritism will be shown. The Clubhouse may be reserved on a first-come-first-served basis by the Owners/residents provided the following procedures, rules and regulations are observed. Non-compliance with the procedures, rules, and regulations may result in nonrefunded or deductions from the security deposit.

**THE CLUBHOUSE POOL IS NOT FOR RENT AND IS NOT INCLUDED IN THIS CONTRACT.**

**Rental Hours: Flexible - Clubhouse Capacity: 45 (maximum)**

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### **RENTAL FEE AND SECURITY DEPOSIT**

Clubhouse Rental Agreement

The rental fee for the Clubhouse is **\$300.00** per event. Made out to **Destiny Springs Condominium Association.**

A security deposit of **\$250.00** and a cleaning fee of **\$100.00** are required for each rental. The security deposit and cleaning fee are refundable less than the cost of any damage and uncleanliness to the Clubhouse. The security deposit and cleaning fee will be returned only after the Clubhouse has been re-inspected after the event.

Reservation made by: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Start Time of Reserved Event: \_\_\_\_\_ (Start time to include 1-hour set-up)

End Time of Reserved Event: \_\_\_\_\_ (End time to reflect when the representative can check you out and the club room has been cleaned)

### **PAYMENT**

Clubhouse rental \$300- MO#: \_\_\_\_\_

Cleaning fee \$75 - MO#: \_\_\_\_\_

Security Deposit \$250 - MO#: \_\_\_\_\_

**PROCEDURES:**

1. Owners/residents interested in renting the Clubhouse for private or organizational use must complete an "Agreement for Use of the Destiny Springs Condominium Clubhouse". Rental fees apply per event within a 24-hour period.
2. The application must be submitted at least seven (7) days in advance, but not more than four (4) weeks in advance, of the rental date and must be accompanied by the security deposit (\$250.00), cleaning fee (\$100.00) and rental fee (\$300.00). All pages of the Agreement including the check lists and attachment must be included when you submit the application. Note that three Money Orders or Cashier's checks are required. One for the security deposit, one for cleaning fee and one for the room rental. Cancellations must be received at least one (1) week prior to the rental date, or the rental fee will be forfeited.

**RULES AND REGULATIONS:**

- The Owners/residents is responsible for the conduct of the guests and is liable for all damage to the Clubhouse.  
The security deposit may be forfeited for damages to the Clubhouse up to the amount of the deposit and any excess damage costs are the responsibility of the sponsoring owner.
- The Clubhouse is rented "furnished" and none of the furniture is to be removed from the room without prior approval of Destiny Springs Condominium representative.
- All areas must be returned to pre-rental conditions. This includes the entire interior of the Clubhouse as well as the outside parking lot and surrounding areas.
- If furniture is moved and not put back to its original state a \$100.00 fee will be deducted from your security deposit. The two tables must only move to the side of the same area. DO NOT move to another location. DO NOT remove any picture frame from the walls.
- There is no smoking inside the Clubhouse or outside on the clubhouse property.
- All bare floors must be swept and mopped.
- All exits must always be clear.
- Decorations may not be attached to the walls, doors, windows, sprinklers, or ceilings.
- Music must be kept at a moderate level. The Clubhouse windows and doors must always remain closed. Music is not allowed outside.
- Excessive noise, abusive, or otherwise unacceptable behavior resulting in complaints will not be tolerated and may result in an immediate cancellation of your event and forfeiture of your deposit.

INITIAL: \_\_\_\_\_

- The Owners/residents is to ensure that all guests leave the premises in a quiet and orderly fashion. Shouting or loud behavior is not acceptable.
- Admission fees and/or cash bars are prohibited.
- If children are present at the event, there must always be at least one (1) adult (over 21 years of age) present per 6 children.
- If the Owners/residents do not clean up immediately following the event, the deposit will be forfeited, and the Owners/residents will be barred from renting the Clubhouse again.
- A pre- and post-rental inspection of the Clubhouse will be conducted by an authorized representative of Destiny Springs Condominium accompanied by the renter of the Clubhouse. Both parties must sign/initial the Inspection Sheet. The signed Inspection Sheet is retained by the Management Company.
- The Owners/residents is responsible for removing all refuse, including trash and recycling, from the Clubhouse when the event is over.
- NO alcoholic beverages may be consumed outside.
- The Clubhouse may not be used for any profit-making activity, solicitations, or political fundraising. No favoritism will be shown. The Clubhouse may be reserved on a first-come-first-served basis by the Owners/residents provided the following procedures, rules and regulations are observed. Non-compliance with the procedures, rules, and regulations may result in nonrefunded or deductions from the security deposit. Violations may also result in the loss of the right to use the recreational facilities for future events.
- Owners/residents sponsoring the rental (or his designee) must always be present during the event. The Owners/residents are responsible for the conduct of the guests and is liable for all damages to the Clubhouse. The security deposit may be forfeited for damages to the Clubhouse up to the amount of the deposit and any excess damage costs are the responsibility of the sponsoring Owners/residents. Failure to pay for damages will result in a lien being placed on the owner's property.
- The owner/tenant is responsible for removing all refuse, including trash and recycling, from the Clubhouse when the event is over.
- NO pets allowed.

INITIAL: \_\_\_\_\_

**PRE-INSPECTION/POST-INSPECTION**

A pre-inspection walkthrough must be conducted with the owner/tenant and an authorized representative of Destiny Springs Condominium prior to rental. No one shall be granted access to the Clubhouse prior to the inspection walkthrough. Any existing damage should be noted on the inspection sheet (Attachment A). A key to the room will not be provided. After the pre-inspection, the renter is held responsible for the room until locked at the end of the event. A post-inspection walkthrough will be conducted by an authorized representative of Destiny Springs Condominium either right after your event or an agreed upon day no more than 48 hours after the event. You have the right to be present for the post-inspection or you may ask for a final report. The cost of any necessary cleaning as well as the cost of any damage from the rental will be deducted from the security deposit. Damage or cleaning in excess of the deposit will be billed to the owner. If the owner fails to pay the excess charges in a timely manner, a lien may be placed against their property.

**SET UP REQUIREMENTS**

All events are allowed for one (1) hour to set up prior to the event and one (1) hour to clean up after the event. More time may be allowed if there are no conflicts with other scheduled events.

INITIAL: \_\_\_\_\_

No food, beverages, decorations, or rental equipment may be placed in the Clubhouse prior to the one

(1) hour set-up period except by special arrangement. Rental equipment may NOT be stored at the Clubhouse before or after the event. INITIAL: \_\_\_\_\_

**DURING THE EVENT**

Please initial below that you are aware that the Clubhouse is a no smoking building, and that smoking is also not allowed outside on the clubhouse premises. INITIAL: \_\_\_\_\_

I/We agree that the sale of alcohol to guests during private parties is expressly prohibited. I/We agree that the acceptance of donations is expressly prohibited. I/We agree that violation of these rules will result in forfeiture of the security deposit and may result in the loss of the right to use the Clubhouse for future events. I/We further agree that we shall defend, indemnify, and hold the Association, its officers, agents, and employees free and harmless from all claims, damages, or causes of action, including legal fees, associated with my/our illegal provision of alcoholic products for profit. INITIAL:

I/We further agree that we shall defend, indemnify, and hold the Association's, its officers, agents, and employees, free and harmless from any and all claims, damages, or causes of action, including legal fees, associated with serving alcoholic products to my/our guests. INITIAL: \_\_\_\_\_

I/We understand that if the room is not put back to its original state \$75.00 will be deducted from the security deposit. INITIAL: \_\_\_\_\_

1/We understand if I/we do not show up at the pre-arranged time for the pre-inspection walkthrough the Clubhouse may not be available for the event and a \$75.00 fee will be deducted if the Destiny Springs Condominium representative needs to come back. A 10-minute grace period will be allowed.

INITIAL: \_\_\_\_\_

I/We agree not to use HOA utensils, water or any other items that belong to the clubhouse/HOA.

INITIAL: \_\_\_\_\_

### **YOUTH ACTIVITIES**

Any activity with minors (under 21 years of age) must be chaperoned. One chaperone, over the age of 21, for each 6 minors must always be present. Absolutely no alcoholic beverages are permitted.

INITIAL: \_\_\_\_\_

I have read, understood, and agree to comply with the rules and regulations for renting the Clubhouse as indicated by my initials on each page. I also agree to remain in attendance throughout the event.

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Applicant Signature

### **INDEMNIFICATION**

In exchange for permission of Destiny Springs Condominium Owners Association and The Unit Owners and renters Destiny Springs Condominium to rent the Community Clubhouse, I/We do hereby agree as follows:

1/We shall hold harmless and indemnify Destiny Springs Condominium Owners and Association, The Unit Owners Association for Destiny Springs Condominiums, its officers and directors both personally and in their official capacities, its successors and assigns, both individually and collectively, from and against any and all liabilities, costs, damages, expenses, and any attorney's fees or costs of defense resulting from or attributable to any and/or all acts and omissions of mine/ours and by my/our guests pertaining to the use of the Community Clubhouse, including, but not limited to, damage or injury to my/our guest's persons, possessions, or property.

Initial: \_\_\_\_\_

1/We accept full responsibility for maintaining the condition of all property (building, wood floor, furniture, appliances, etc.) as originally provided at the time of the pre-rental inspection. I/We fully understand that if the property is not in the same condition as it was at the time of the rental inspection, the security deposit will be forfeited to the extent necessary to return the Community

Clubhouse to its pre-rental condition. In the event the damages exceed the total dollar amount of the security deposit, I/We hereby accept full responsibility for the payment of all damages over and above the amount of the security deposit.

I/We agree to pay all reasonable costs, attorney's fees, and expenses that shall be incurred by Destiny Springs Condominium Owners Association and The Unit Owners Association for Destiny Springs Condominiums if legal action is taken to enforce the terms of this Agreement Clubhouse Rental Agreement.

I/We have received a copy of, and agree to abide by, the procedures, rules, and regulations of The Townhomes at Westwood Village Owners Association and The Unit Owners Association for Destiny Springs Condominiums concerning the Community Clubhouse. I/We understand that failure to comply with these procedures, rules, and regulations may result in the loss of my/our right to use the Community Clubhouse.

I/We agree that the pool area is not for rent and is not included in this contract. Initial: \_\_\_\_\_

Date \_\_\_\_\_ Applicant Signature \_\_\_\_\_

Applicant Address: \_\_\_\_\_

Applicant Telephone Number \_\_\_\_\_

Owner/Renter Signature: \_\_\_\_\_

**CLEANING PROCEDURES**

Remove all trash from premises— inside & outside. Make sure bottles, cans and the like are not left outside, in the parking lot or on the grounds.

1. Clean all countertops.
2. Clean up all spills according to the cleaning guidelines provided.
3. Clean bathrooms.
4. Clean the tables that you use.
5. Make sure all the furniture is returned to its pre-event location.
6. Sweep and mop floor areas.
7. Do not leave food or ice behind in the refrigerator.

8. Do not use any items that do not belong to your party.
9. Make sure the refrigerator door is not left ajar.

#### LOCKING UP

1. Turn off all the lights.
2. Make sure all doors are locked from the outside - both front and side

#### **CLUBHOUSE RENTAL DISCLAIMER**

This agreement pertains to rentals that the Associations have approved for rent at no fee and/or has provided a donation towards the event.

1/We fully understand that the Associations have provided the Clubhouse at no charge for the event and any donations provided by the Association's do not hold the Association's responsible for the Clubhouse.

Initial: \_\_\_\_\_