

HOMELAND VILLAGE COMMUNITY ASSOCIATION CLUBHOUSE USAGE & RENTAL AGREEMENT

SECTION 1. PURPOSE STATEMENT.

The purpose of Homeland Village Community Association Clubhouse Usage & Rental Agreement (Hereinafter referred to as “Clubhouse Usage and Rental Agreement”) is to provide Members, Users, and Residents the procedure for usage and rental of common areas and to outline the rules for usage of the common areas. The Clubhouse Usage and Rental Agreement is intended to effectively maintain the common areas for continued enjoyment by all residents.

SECTION 2. OVERVIEW & AVAILABILITY.

Homeland Village Members and Users have the opportunity to rent the Homeland Village Community Association Clubhouse for their private enjoyment and events in accordance with this Clubhouse Usage and Rental Agreement.

- A. **AVAILABILITY.** The Clubhouse room(s) may be rented by Homeland Village Community Association Users, (collectively referred to herein as “Member/User”) as defined below, for their personal use and private enjoyment. Homeland Village Community Association, its committees, sub-associations, and sub-association committees may also rent the Clubhouse for events and meetings.

Homeland Village Residential Members – “Members” are defined as homeowners in Homeland Village Homeowners who are current in their Association Assessments.

Homeland Village Residential Users – “Users” are defined as persons who reside in Homeland Village Community Association, and rent from Members who are current in their Association assessments.

Association Usage – The Board, its committees, sub-associations, and sub-association committees are not required to submit a written Application when utilizing the facility for an Association-sponsored activity or event. The President (or Chairperson) of these groups may contact the Manager to schedule the room(s) for usage at the Clubhouse. The groups will not be charged for using the Clubhouse. The Board, its committees, sub-associations, and sub-association committees may schedule their recurring meetings for a calendar year. **Note: In case of conflict, prescheduled Association activities have priority over private events.**

- B. **SPACE AVAILABLE.** Members/Users may rent the Clubhouse for their personal use and events.

- C. **EVENTS.** Members/Users agree to abide by the Clubhouse Usage and Rental Agreement, as amended from time-to-time.

Member/User Attendance. The Clubhouse is for the use and convenience of Owners, Members, Users, Residents, and their invited guests only. The Member/User renting the Clubhouse must attend during the entire function. The member/User agrees that he or she will personally use the premises during the requested hours only.

Lawful Purpose Only. Member/User shall not use the premises for any unlawful purpose, and shall not make or permit to be made any disturbing noise, or do, or permit any act that will unreasonably interfere with the rights, comforts, or convenience of other Residents.

Member/User Responsibility. Member/User agrees to assume all responsibility for any damage to the building, furniture, equipment, and property, and understands and agrees to be bound by the Fee Schedule as detailed on Appendix A.

Indemnity Clause. Member/User agrees to indemnify and hold harmless Homeland Village Homeowners Association, its agents, employees, and members, from all losses, liability, and expenses (including attorneys’ fees) resulting from any injury, loss, or damage in any way associated with the use of the facilities.

Agreement. Member/User agrees to be bound by this Clubhouse Agreement, the Rules and Regulations as set forth herein.

Management. The Board of Directors and Management reserves the right to revoke the privilege of renting rooms for personal use of residents at any time at their discretion.

Management will not be responsible for the loss of any personal effects, dishes, equipment, or food, and any items left after any event will be considered abandoned and disposed of by Management. Members/Users may not store overnight any items in the Clubhouse.

Management shall have free access to the function room at all times and the Member/User agrees that should Management/Staff deem the use or action of occupant's undesirable, for any reason whatsoever, that the Member/User and all guests will vacate the room immediately.

SECTION 3. CLUBHOUSE RENTAL PROCEDURE.

Members/Users must submit an Application (Appendix B) to the Management Office for approval as detailed herein. Members/Users must agree and abide by all terms and rules in this Agreement.

- A. **ASSESSMENTS.** In order for Homeland Village Community Association Residential Members to rent/reserve Clubhouse Room(s), first, they must be current in their Association assessments (or the Owner of a rented unit must be current in their Association assessments).
- B. **APPLICATION.** If a member or User is current in his/her assessments, then they must submit an application for rental. The Application may be obtained from the Manager or online via Sourcelink.

Completed Applications must be submitted to the Manager **at least one (1) weeks prior to the scheduled event or activity.** The completed Application must include a check to cover the costs of rental fees and security deposit. The check (personal or bank) should be made payable to “**Homeland Village Community Association.**”

Upon receipt of the completed Application and payment, if the Application is approved, the Manager will schedule and reserve the facility, and will confirm the reservation within 48 hours of receiving the Application.

- C. **ASSOCIATION USE.** The Board, its committees, sub-associations, and sub-association Committees are not required to submit a written Application when utilizing the facility for an Association-sponsored activity or event. The President (or Chairperson) of these groups may contact the Manager to schedule the room(s) for usage at the Clubhouse. The groups will not be charged for using the Clubhouse. The Board, its committees, sub-associations, and sub-association committees may schedule their recurring meetings for a calendar year. **Note: In case of conflict, prescheduled Association activities have priority over private events.**
- D. **CANCELLATIONS.** Cancellations must be made at least seven (7) calendar days prior to the Activity/event. If the cancellation is made less than seven (7) days before the event, then the Owner/User is subject to a \$50.00 Cancellation Fee as listed in Appendix A.
- E. **INCLEMENT WEATHER.** In the event of inclement weather where snowfall reaches at least Two (2) inches or more in accumulation, all private party reservations will automatically be cancelled. Owners/Users may reschedule their event or obtain a refund of their deposit by contacting management. Refunds will be issued within thirty-30 days of the cancellation date.
- F. **RENTAL RATES.** Members and Users must pay the Security Deposit, Hourly Rate, and Maintenance Fee (as listed on Appendix A attached hereto) with submission of the Application. All rentals have a two (2) hour minimum. All money paid to Homeland Village through its Management Agent must be in the form of a PERSONAL or BANK CHECK, and made payable to “Homeland Village HOA” assessment account via the agent’s portal linked to member accounts.
- G. **SECURITY DEPOSIT.** The Security Deposit is due upon submission of the Application. It is returnable after the Post-Inspection is completed by management and after all fees and fines are deducted. Refundable deposits will be returned within thirty-30 business days after the event.
- H. **VENDORS.** Member/User is responsible for scheduling, arranging, and notifying all vendors, including security guards, for the event. Homeland Village Community HOA Residential is not responsible for any possible refunds that may be due from any such vendors.

SECTION 4. CLUBHOUSE USE & ROOM RENTAL RULES.

The Member/User renting any rooms and/or amenities hereby expressly agrees to the rules contained in this Clubhouse Rental and Usage Agreement, and all attachments hereto. The Clubhouse Inspection Checklist (Appendix A) shall be used as a basis for additional fee(s) charged to the Member/User when the Member/User is found to be in non-compliance with the rules herein, however, the Member/User is subject to additional charges and fees relating to violations. All Members/Users agree to comply with the rules and regulations promulgated by the Board of Directors as set forth herein or as modified from time-to-time, and displayed in public view within the Clubhouse.

- A. GENERAL RULES.** The following rules apply to the Application, rental, use, and governance of The Clubhouse by Members/Users.
1. Member/User Attendance. The Clubhouse and other amenities are for the use and convenience of Owners, Residents, Members, Users, and their invited guests only. The Member/User renting the Clubhouse must attend for the entire duration of the event/activity, including the pre-event and post-event inspection. Member/User agrees that he or she will personally use the premises during the requested hours only.
 2. Legal Activities Only. Illegal activities are strictly prohibited on community property and common areas. Member/User shall not use the premises for any unlawful purpose. Doing so will cause Member/User to forfeit security deposit in its entirety.
 3. Occupancy. The maximum building occupancy must not exceed the number set forth and displayed in the rental rooms. The maximum capacity of 60-65 persons.
 4. Noise. Member/User shall not make, or permit to be made, any disrupting noises, or do, or permit, any act that will unreasonably interfere with the rights, comforts, and convenience of other residents. Excessive noise that disturbs surrounding neighbors is not permitted. Members/Users will be charged according to the "Inspection Checklist" (Appendix A) if: (a) the police charge a Member/User for disturbing the peace; or (b) at least two (2) residents submit written noise complaints to the Manager within 48 hours of the rental.
 5. Confined Use. All functions, events, and activities are to be confined to the designated and rented area.
 6. Member/User Responsibility. Member/User agrees to assume all responsibility for any damage to the building, furniture, equipment, or property.
 7. Management Access. Management shall have free access to the event room(s) at all times. In the event Management deem the use or action of Members/Users, guests, or occupants to be undesirable, for any reason whatsoever, the Member/User agrees that all occupants will vacate the room(s) immediately.
 8. Management Responsibility. Management is not responsible for the loss of any personal effects, dishes, equipment or food, and anything left after an event will be considered abandoned and disposed of by Management. Members/Users cannot store items overnight in the Clubhouse.
 9. Indemnity Clause. All Members/Users agree to indemnify and hold harmless Homeland Village HOA Residential Homeowners Association, its employees, and agents from all losses, liability, damages, and expenses (including attorneys' fees) resulting from any injury or damage in any way associated with the use of the facilities.
 10. Alcohol. The use of alcoholic beverages shall be in accordance with the State and local ABC (Alcoholic Beverage Control) laws. Alcohol beverages and tobacco products must not be sold on the premises. All Members/Users must comply with all governing drinking age laws and requirements. No alcohol is permitted at any event attended primarily by underage individuals (50% or more minors in attendance). When alcohol is present at a function or event, a professional security guard must be present. The Member/User must obtain and pay for such security at their sole expense and in accordance with the terms herein.
- B. EVENT USE RULES.** The following rules, in addition to the rules and regulations in this Agreement, apply to all use of the rented room(s) by Members/Users, their guests, and vendors. If a Member/User is found to be in violation or in non-compliance with any of the rules, then the Member/User may incur penalties, including, but not limited to, fines, fees, forfeiture of deposit, and/or be prohibited from renting the Clubhouse in the future.

1. All Members/Users must review the Homeland Village Clubhouse Inspection Checklist (Appendix A) with a representative before using the facilities to ensure that the room(s) is in good condition. Members/Users should report any discrepancies to the Manager Representative immediately.
2. The Member/User whose name appears on the Rental Application shall be present for the entire duration of the event, including the pre-event and post-event inspections.
3. All events and activities shall be confined to the approved rented space and room(s).
4. The event, including set-up and clean up, must take place during the reserved time on the Application.
5. Smoking is not permitted inside the building or on the grounds.
6. No decorations are to be hung on the walls at any time. No tacks, tape, or nails should be used.
7. Members/Users are not permitted to store items overnight in the Clubhouse before or after an event. The rental period must include all preparation, set-up, and clean up.
8. No fires, including open flame candles, are permitted at any time.
9. Pets are prohibited with the exception of service animal(s).
10. An adult must accompany all children under the age of 18 years.

C. POST-EVENT RULES & GUIDELINES. After the event, the utilized rooms must be cleaned in addition, returned to the original condition as herein described.

1. Member/User must be present and complete the Post-Event Inspection Checklist (Appendix A) with the Security Representative after the completion of the event.
2. The Clubhouse has been cleaned prior to the Member/User's function and must be returned in the same condition.
3. The Clubhouse room(s) must be properly cleaned back to the original condition. Members/Users have the option of requesting a professional clean up be performed by the Clubhouse cleaning contractor at the contracted rates. The use of a professional cleaner does not exempt the Member/User from charges and fees due to non-compliance with policies and rules and regulations.
4. Clean-Up Includes, but is not limited to:
 - a. All furniture must be arranged back to its original order.
 - b. Wiping down of counter tops.
 - c. Sweep and mop kitchen floor.
 - d. All trash must be collected, bagged, and removed from the premises
 - e. The floors (wood, carpet, tile, etc.) must be vacuumed and cleaned, and free from any foreign matter, including trash and stains from spills.
 - f. Bathrooms shall be cleaned and left in their original condition.
 - g. All lights, including those in the bathrooms, must be turned off.
 - h. All doors and windows must be closed and locked with the shades/blinds closed.
 - i. Windowsills must be free to foreign matter, liquids, and spills.
 - j. Walls, windows, ceiling, and pictures must be free from any foreign matter.
 - k. Event materials must be removed.
 - l. Items are not permitted to be stored in the Clubhouse overnight.

D. VIOLATIONS. In the event a Member/User does not restore the Clubhouse rooms(s) to the original, clean condition, or if any areas, internal or external, are in need of cleaning, repair, replacement, etc. as a result of the Member/User's usage, then the Member/User will be subject to the costs incurred, fees, and charges resulting therefrom. Member/User agrees to abide by all rules and regulations set forth in the Clubhouse Usage and Rental Agreement, and the Inspection Checklist (Appendix A). In the event the Member/User is in violation of any of the rules and regulations, he or she agrees to be solely responsible for the cost of repair, replacement, and cleaning.

Rule Violations. If a Member/User or his/her guests are in violation of any of the rules in this Agreement or on the Inspection Checklist (Appendix A), then the Member/User will be subject to the fee as detailed on the Inspection Checklist (Appendix A). If a rule violation results in damage or requires repair, replacement, or cleaning by the Association, then the Member/User will be subject to the penalty fee and solely responsible for any costs incurred therefrom. The Association reserves the right to restrict the Member/User from future use and rental of the Clubhouse.

Failure to Clean. If a Member/User fails to clean the facilities after an event, the Community Manager will schedule an emergency cleaning. Cleaning costs will be deducted from the Member/User's Security Deposit, and/or charged directly to the Member/User.

Damage Caused. Any damage to the facilities, furnishings, fixtures, or surrounding areas and grounds shall be deemed a violation of this Agreement. Only persons authorized by the Board of Directors shall make repairs to the facilities. All repair costs resulting from a Member/User's activity will be deducted from the Security Deposit and/or charged directly to the Member/User.

E. RAMIFICATIONS. Any areas, internal or external, in need of cleaning, repair, or replacement, because of the Member/User's usage will be repaired, cleaned, or replaced at the sole expense of the Member/User. Any charges incurred for cleaning, repair, replacement, or otherwise for the non-compliance or violation of the rules, shall be collected by the Member/User by any of the following means:

- Deduction or forfeiture of the Security Deposit;
- Collected from the Member/User;
- Billed against the Member's annual Association dues paid to Homeland Village Community Homeowners Association;
- Montgomery County small claims court or higher court, if necessary.

Security Deposit. If the fees and charges described in this Section or the Inspection Checklist (Appendix A) shall exceed the Security Deposit, the Member/User will be charged an additional assessment to cover the difference. The assessment will be due and payable upon notification. The Association shall have the right to place such assessment as a continuing lien against the Member's property.

Right to Prohibit Future Use. In the event a Member/User violates the rules and regulations set forth herein, the Association reserves the right to prohibit any future use and rental by the Member/User and his or her guests.

Termination of Rental Function. The Manager, at his or her discretion, may at any time terminate the rental function if he or she believes the activities of a Member/User or their guests, invitees, employees, agents, or licensees are in violation of the Rental Agreement, Westphalia rules and regulations, County or State ordinances, or if the activities put the Clubhouse, property, Homeland Village Community, or any persons at unusual risk, or if any law enforcement official requests termination. In such instances, no portion of the rental fee will be refunded, and the security deposit will be held pending an investigation and decision by the Homeland Village Community Association Board of Directors as to the appropriate penalty.

F. MEMBER/USER RIGHTS.

Clubhouse Usage and Rental Agreement. All Members/Users shall be entitled to receive a copy of and review the Clubhouse Usage and Rental Agreement (this document) prior to using the rented areas and room(s).

Clubhouse Inspection Checklist. All Members/Users shall be entitled to receive a copy of and review the Clubhouse Inspection Checklist (Appendix A) before assuming responsibility for the rented areas.

E. AGREEMENT STATEMENT.

This Agreement and the attached Appendices (A, B, and C) shall constitute the entire Agreement between the parties hereto, and no variance or modification thereof shall be valid or enforceable except by written supplement addendum executed and approved by the Board of Directors of Homeland Village Community Homeowners Association. This Agreement between the Member/User and the Association regarding the subject matter stated herein supersedes all prior oral and written agreements, negotiations, understandings, and communications regarding such matters.

I HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THE HOMELAND VILLAGE COMMUNITY ASSOCIATION CLUBHOUSE USAGE AND RENTAL AGREEMENT, AND THAT I HAVE READ AND UNDERSTAND THE RULES AND REGULATIONS CONTAINED THEREIN, AND AGREE TO BE BOUND BY THEM AS INDICATED BY MY SIGNATURE HEREINBELOW.

Member/User

Date: _____

Homeland Village Community Association HOA Representative

Date: _____

Appendix A: CLUBHOUSE INSPECTION CHECKLIST

Pre-Event	Rule	Compliance	Non-Compliance Fee
NO / YES	Doors and windows closed/locked.	NO / YES	Loss of security deposit
NO / YES	Windowsills free of foreign matter, liquid and spills.	NO / YES	\$50.00
NO / YES	All floors (wood or tile) vacuumed and free from any foreign matter, to include trash and stains from spills.	NO / YES	\$50.00
NO / YES	All furniture returned to the original configuration and clean.	NO / YES	\$50.00
NO / YES	Walls, windows, ceiling and pictures free from any foreign matter. Event materials removed.	NO / YES	\$25.00
NO / YES	Kitchen clean, refrigerator empty and event materials removed.	NO / YES	\$25.00
NO / YES	All toilets flushed, bathroom counters are clean and all trash removed.	NO / YES	\$25.00
NO / YES	All additional chairs and tables are clean, folded and returned to the proper place.	NO / YES	\$50.00
NO / YES	All trash has been collected and placed in the containers at the trash receptacle. Bags on the ground are unacceptable	NO / YES	\$50.00
NO / YES	No smoking in the building & surrounding balconies.	NO / YES	Loss of security deposit
NO / YES	Renter, guest, employees used rented room only.	NO / YES	\$50 per hour per room
NO / YES	All event materials have been removed from the interior and exterior of the building.	NO / YES	\$50.00
NO / YES	Renters, guest and employees may not roam around the interior/ exterior of the Community Center.	NO / YES	\$50 per hour per area
NO / YES	Person responsible for renting the room must complete checklist before and after room usage.	NO / YES	\$50.00

Any Member/User not in compliance with the rules and regulations set forth in the Homeland Village Community Association Clubhouse Usage & Rental Agreement will be assessed the non-compliance fee as listed above. Member/User acknowledges and agrees that the Fee Schedule herein is the projected cost to repair, clean, or replace a violation, and while the Association will attempt to adhere to the Fee Schedule herein, if the cost of resolving the issue (e.g. cleaning, repairs, etc.) is higher than the fee listed, the Member/User will be responsible for the difference and assessed accordingly, with the fee being deducted from the Security Deposit.

Signature of person responsible for renting the room:

Refund Security deposit to:

_____ (Before) Name: _____

_____ (After) Address: _____

Signature of monitor on duty:

_____ (Before) Sponsor: _____

_____ (After)

Date: _____ Room Rented _____ Time In _____ Time Out: _____

Tables: _____ Chairs: _____

Appendix B: CLUBHOUSE ROOM RENTAL RATES

	Security Deposit	Daily Rental	Maintenance Fee
Homeland Village HOA Member	\$75	\$300	Included in rental
<i>Note: Maintenance Fee is a one-time charge assessed per room rental.</i>			

Cancellation Fee: \$50.00

Cancellation fee only applies if the reservation is canceled less than seven (7) days prior to the date of the event.

Minimum Rental Fee:

All rental fees are for a minimum of two (2) hours.

Security Deposit:

The Security Deposit is due upon submission of the Application. It is returnable after the Post-Inspection is completed by management and after all fees and fines are deducted. Refundable deposits will be returned within thirty-30 business days after the event.

Rental Hours:

Party Rooms is available daily from 9:00 a.m. to 12:00 a.m., Sunday 9:00 a.m. to 12:00 a.m.

Security must be provided by an approved Homeland Village Community Association security contractor and shall be scheduled, arranged, and paid by the Member/User at the contracted fee. The Security Company must provide current proof of insurance to include workers compensation coverage to management at least three (3) days prior to the event.

Events Going Beyond the Allocated Time:

Any events that continue beyond the reserved time will be assessed a one-time fee of \$100 plus an additional fee of \$50 for every 15 minutes the event continues past its scheduled time. No exceptions.

Inclement Weather:

In the event of inclement weather where snowfall reaches at least two inches (2") in accumulation, all private party reservations will be automatically canceled. Owners/Users may reschedule their event or obtain a refund of their deposit by contacting management. Refunds will be issued within thirty-30 days of the cancellation date.

Appendix C: ROOM RENTAL APPLICATION

RETURN COMPLETED APPLICATION TO THE MANAGEMENT OFFICE

Date of Event: _____

Time Requested: From: _____ to: _____ (includes allowance for set up and clean up)

Host's Name: _____

Host Address: _____

Phone: (Home) _____ (Work) _____ (Cell) _____

E-Mail Address: _____

Event Type: _____

Event Description: _____

Room(s) Requested: _____

Group Size: Adults: _____ Children: _____

Additional Notes: Use of Kitchen () Yes () No
 Folding Tables () Yes () No # _____
 Folding Chairs () Yes () No # _____
 Will Alcohol be Served () Yes () No

Available are 6-8' folding tables and 60 chairs – Facility has 2 90" sofas, 2 conversation chairs & side table, Smart TV

I HAVE READ AND UNDERSTAND THE CLUBHOUSE RULES AND REGULATIONS ATTACHED AND AGREE TO BE BOUND BY THEM AS INDICATED BY MY SIGNATURE HEREIN.

Host's Signature: _____ Date: _____

For Completion by Homeland Village Community Homeowners Association Management

Deposit Amount: _____ Date Paid: _____

Rental Fee: _____ Date Paid: _____

Maintenance Fee: _____ Date Paid: _____

Security Required () Yes () No Company: _____

Approved: _____

Homeland Village Community Association Manager

Comments/Notes: _____

Please Note: Homeland Village Community Association Clubhouse is under video surveillance at all times.

**PAYMENT SHOULD BE MADE BY PERSONAL OR BANK CHECK,
AND SHOULD BE MADE PAYABLE TO: HOMELAND VILLAGE COMMUNITY ASSOCIATION**