## VILLAS AT FIELDSTONE HOMEOWNERS ASSOCIATION, INC. CLUBHOUSE RESERVATION AND RENTAL CONTRACT Effective 10/13/2022

Clubhouse Coordinator: Dominic Perrone

Treasurer: Dominic Perone 83 Maple Center Road

Alternate: Kathy Binn 92 Maple Center Road

## Please read the following pages before signing the contract:

- 1. Security Deposit: The renter pays a \$250.00 (made out to the Villas at Fieldstone HOA) security deposit, due with the signed contract. Please include date of rental on your check. No cash will be accepted. Your check will be given back to you after the event if there is no damage or extraordinary cleaning resulting from your function. If there is damage or if cleaning is required the appropriate amount may be deducted from the security deposit. The Villas at Fieldstone HOA reserves the right to set appropriate fines as they see fit for any violation of this contract and for any damage to the Clubhouse. If the fines or damage exceed \$150.00 deposit, the difference will be charged to the unit owner's account and will be subject to collection procedures.
- 2. Clubhouse is not to be rented by or for outsiders or outside organizations.
- 3. Each homeowner may rent the clubhouse 3 times/year for their personal use.
- 4. **Rental Fee**: The renter will pay **\$125.00** (check made out to Villas at Fieldstone HOA) rental fee for the use of the Clubhouse, due with the signed contract. Please include date of rental on the check. No cash will be accepted.
- 5. **Rental Privilege**: An adult resident of the Villas at Fieldstone HOA must be in attendance at all times during the rental. Any homeowner who is in arrears for common charges or owes any other sum of money to The Villas at Fieldstone HOA cannot rent the Clubhouse.
- 6. Damages and fines: The renter will make known any damages and agrees to pay for any damages or fines that exceed the security deposit as determined by the Board of Directors as described under "Access to the Clubhouse," section. The Board will determine if any damages or fines are warranted. Confirmation: Upon receipt of your security deposit and signed contract your date will be confirmed by the Board Treasurer or his/her designee.
- 7. Access to the Clubhouse: On the day before rental, call the Clubhouse Coordinator to confirm the time you want to enter the Clubhouse. The Coordinator will inspect the items on the security deposit punch list to ensure that all the items have been restored to their pre-function condition. Any failure to pass the clean-up checklist items will be documented and reported to the Property Manager. If the total deduction exceeds the security deposit, the homeowner/renter will be fined the difference.
- 8. **Return of Security Deposit**: The Board of Directors Treasurer or his/her designee will hold the deposit check which will be given back to you within ten (10) business days following your function, provided there are no deductions for damages, you will be informed in writing of the deductions within ten (10) business days.
- 9. Set-Up & Clean-Up: Allow enough time to set up before and clean up after your function. Consider the possibility that there may be another function immediately following yours. Set-up and replacement of equipment, meeting any deliveries, etc. are the responsibility of the renter. Clean-up must be completed the day of the rental. (You will be advised if another party is using the facility after you). The renter must remove all perishable food from the Clubhouse premises, thoroughly clean all kitchen appliances, cabinets, and counters, remove all garbage from the Community Center to the totes,

- vacuum the carpets, and clean all furniture. Please return everything to its original condition and location. A vacuum cleaner, broom and mop are available. A pre and post inspection will be done. The renter is invited to participate in both inspections. Please inform the Clubhouse Coordinator if you want to be present.
- 10. **Clubhouse furniture and equipment:** The kitchen is equipped with an oven, refrigerator, microwave, coffee maker and dishwasher. Dishwasher detergent is under the sink. Please be sure to unload the dishwasher when you are finished. The fireplace is available for use. Any excess trash must be disposed of properly in the garbage totes (if they are full please take excess trash with you).
- 11. The billiard table is available for use by <u>adults</u>. Children 14 and under must have a parent supervise. Any damage to the top is the responsibility of the renter. If the billiard table is used for a buffet it must be protected with plastic cover and the plywood sheet located in the coat room. The billiard table is not to be moved.
- 12. **Exercise room and Library:** These facilities are not available for use by your guests and residents may use these areas during your event.
- 13. **The swimming pool:** Due to safety concerns and consideration to our residents the swimming pool is **not** available to your guests during the event.
- 14. **Maximum capacity of the clubhouse:** Fire regulations limit the number of people in the clubhouse to 85.
- 15. **Mandatory closing time for functions:** All functions must end by 12:00AM. All attendees including the renter must vacate the premises.
- 16. **Indemnification:** The renter hereby agrees to indemnify and hold harmless The Villas at Fieldstone HOA against all liability claims and judgments or demands for damages arising for any reason to persons or property occasioned by the use of the Clubhouse facilities by the renter. The renter agrees to defend any and all suites that may be brought against the Association on account of such incidents and will make good and reimburse the Association for any expenditures the Association may make by reason of such incidents or accidents.
- 17. **Non-commercial use of the clubhouse**: The renter agrees not to use the Clubhouse for commercial purposes, but only for personal use, and further agrees to be present during the entire time of the function
- **18. Alcoholic beverages**: Alcoholic beverages **not** allowed. The homeowner/renter is responsible for enforcement of this rule.
- 19. SMOKING IS NOT PERMITTED
- 20. **Behavior during functions:** The Clubhouse will <u>not</u> be used for functions that might permit, promote, or encourage excessive noise, substance abuse, or obscene behavior. The renter is responsible for keeping the noise and music levels within a reasonable limit to avoid disturbing surrounding neighbors. All music will cease at 11:00PM. Windows must be kept closed during party.
  - Use proper decorum during the function.
  - Do not disturb residents of The Villas at Fieldstone in any way when arriving or leaving.
  - If overflow parking is needed do not park on the lawns.
- 21. **Decorations:** The renter will not permit the use of any tacks, staples or other damaging fasteners to attach decorations to the furniture, walls, drapes, floors, or ceiling of the Clubhouse. Painters tape in drawers to be used to put up decorations.
- 22. **Cancellations:** If you need to cancel your reservation please contact Clubhouse Coordinator as soon as possible.
- 23. **Clean-up checklist:** Attached is the clean-up check list which must be signed by renter and left on counter for the Clubhouse Coordinator who will inspect the clubhouse and sign-off that it is left in good order.

Should any of these regulations be violated the Board of Directors reserves the right to deny future rental of the clubhouse to you. The contract cannot be assigned or amended without written authorization.

## **CLUBHOUSE RESERVATION AND RENTAL CONTRACT**

Event Information Sheet
Date of Event:
Homeowner Name:
Type of Event:
Event Honoree (if not homeowner)
Relationship to homeowner:
Homeowner/Renter Signature
Your signature indicates that you have read, understand, and agree to the terms and conditions of this contract.
Signature of Homeowner:
Date:
Please return the following to the Treasurer or Treasurer Designee listed on the first page.
<ol> <li>This signed contract</li> <li>A check for the security deposit</li> <li>A check for the rental fee</li> </ol>
You can deliver these items in person or may leave it in the mailbox if you wish:
Upon successful inspection of the clean-up checklist items after the event how would you like to handle the security deposit check? (Please choose one)
Void and shred the check.
Return the check to me

## **CLEAN-UP CHECKLIST**

- Please read instructions on how to use coffee maker.
- Keep library and exercise room doors closed, it is for residents use only.
- Kitchen counters wiped down.
- Kitchen floor, swept and mopped (Mop & Simple Green provided in storage closet).
- Clubhouse vacuumed.
- CIGARETTE BUTTS OFF ALL WALKWAYS AND LANDSCAPE BEDS.
- All decorations should be put up with painter's tape (provided) and all decorations taken down including outside.
- Bathrooms swept and trash emptied (new trash bags in bottom of pail).
- If toilet/toilets are stopped up, there is a plunger in the men's room please make attempt to unclog it.
- Tables wiped down before putting them away.
- Trash taken out of kitchen and bathrooms, if totes are over loaded, please take trash with you.
- Trash can liners replaced (trash bags in under front counter near trash bin).
- Run garbage disposal.
- If oven was use be sure all spills are wiped out!!
- If windows are opened please close and lock.
- TURN OFF ALL LIGHTS AND LOCK ALL DOORS.
- Set thermostat to ECO setting (center button).

<u>Signature on this sheet is to acknowledge that I have completed the clean-up and final</u> inspections on this checklist. Please leave this sheet on kitchen counter at end of your event.

Renter:	
Signature of Renter	
Inspector:	
Date:	
If you have any questions please call the clubhouse coording	nator.