

**3 Cherry Way HOA
Community Clubhouse Rental Form and Use Agreement
for Events with non-Member Guests**

Name of Association Member(s): _____

Address: _____ Email: _____

Phone numbers (H): _____ (W): _____ (C): _____

Date Requested: _____ Day of the Week: _____

Time Requested: (from) _____ (to) _____

Number of People: (Adults): _____ (Children 1 to 13 yrs.): _____

By signing below, Association Member certifies that he/she has read the Use Agreement and is familiar with its provisions and rules and agrees to comply with and be bound to the Use Agreement. All written requests must be accompanied by a signed 3CW Community Clubhouse Reservation/Use Agreement form and Event Insurance certificate at least 15 days in advance of event date. Approval is not granted until signed by two individuals indicated in the spaces below. No person has the authority to change any of the terms of the Use Agreement, which may be modified only in writing by the 3CW Board.

Association Member(s) signature(s): _____

Date: _____

Approvals

Date Approved: _____ Day of the Week: _____

Time Approved: (from) _____ (to) _____

Number of People: (Adults): _____ (Children 1 to 13 yrs.): _____

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3CW Community Clubhouse Chair: _____

3CW HOA Board of Director: _____

Written Requests

- All requests for the private use of the 3CW Community Clubhouse will be provided in writing using the approved Reservation Form to the Community Clubhouse Committee (CCC) chair at least 15 days in advance of the requested event Reservation Date. The CCC will be responsible for providing a copy of the written request to a 3CW Board representative. **3CW Board reserves the right to: (i) deny a reservation request; (ii) reschedule any event Reservation Date; or (iii) cancel an approved event at any time with appropriate justification.**
- Requests can only be made by current 3CW association members in good standing with no **amenity restrictions due to** outstanding balances owed or other recorded violations to the 3CW HOA (“Association Members”).
- Requests will be taken on a “first come, first serve” basis, subject to availability.
- **If a requesting member has reserved the clubhouse within the past 6 months other requesting members may be given priority for requests on the same date/time.**
- All events are subject to an occupant maximum of 110 with tables or 236 without tables, based on an age of 8 and older.
- For any children’s events (for ages 8 and under), the association Family agrees to maintain an adult (of at least age 18) to child ratio of at least 1 adult per 5 children.
- The 3CW Community Clubhouse will be reserved subject to availability and contingent upon receipt of the Deposit and Use Fee (Checks or money orders made payable to 3CW HOA), signed Reservation / Use Agreement, and host event liability insurance.
- All requests are subject to the review and written approval the CCC and a representative from the 3CW BOD. The request is not approved until the proper and authorized persons have reviewed and signed the form. There is no verbal approval or approval by anyone other than those authorized by the Board to grant approvals.

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- For everyone's protection, no person has the legal authority to change the terms and conditions of this User Agreement. Only the Board can approve changes to the terms and conditions under which the 3CW Community Clubhouse may be used privately, and then only in writing.
- A Deposit and Use fee (as determined by 3CW Fee Schedule), will be required to be paid at least 10 days in advance of the event in the form of a check or money order payable to 3CW HOA.
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- The rental of the 3CW Community Clubhouse DOES NOT include the right to use any surrounding common areas or facilities, including but not limited to the 3CW pool, pool deck, 3CW Library, or 3CW Fitness Center.
- The Association Member must always be present at the event from check-in to checkout.
- No event will be permitted to extend beyond 10:00 p.m. on the event Reservation Date.
- No excessive noise or disturbance to other 3CW residents is permitted. Any complaints of a major disturbance may result in the termination of the event and loss of Deposit. Any member of the 3CW CCC or Board reserves the right to stop an event at any point **with appropriate reason**.
- The 3CW Community Clubhouse, or any adjoining 3CW property or common areas is not to be used for income or other commercial purposes. **This exclusion does not include community held craft shows which may host selected vendors selling their wares.**
- The Board and its representatives may deny use of the 3CW Community Clubhouse for events that it feels in its sole discretion may be unsafe, unwelcome, offensive, or otherwise not in the collective best interests of the community and its residents.
- Failure to provide a signed 3CW Community Clubhouse use agreement form, Deposit/Use Fee, and insurance rider by the applicable deadline may result in loss of the Reserved Date of the event.
- The Use Fee is non-refundable.
- The **Cleaning** Deposit refund will be subject to the inspection of the 3CW facilities by the CCC after the conclusion of the event, and the completion (and execution) of the Inspection Checklist. The deposit is refundable upon confirmation by an authorized representative (CCC and/or 3CW Board representative) that the facilities were left clean and in good

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condition and locked. The Deposit will be returned within 10 days upon satisfaction that all conditions of the Use Agreement have been met.

- **Any damage to 3CW property, including but not limited to furniture, appliances, and fixtures will result in, but not be limited to, forfeiture of the Deposit.** Any cost(s) incurred in restoring the Facilities and/or 3CW property (including but not limited to cleaning and repair of damages) will be deducted from the Deposit. By signing the Use Agreement, the association Family hereby agrees to be responsible for all costs incurred in the restoration of the Facilities and/or 3CW property to its condition prior to the association Family's event. Damages in excess of the Deposit amount will be considered a special individual assessment against the association Family until paid in full and subject to the 3CW assessment collections policies of the 3CW HOA.

It is the Association Member's responsibility to document any damages or issues with the Facility in existence prior to the event and to obtain a written acknowledgement of the same from an authorized Board or CCC member prior to the event.

- No repairs are to be undertaken by an Association Member. Any necessary repairs will be coordinated by the 3CW BOD.
- No items, including furniture, are to be removed from the 3CW Community Clubhouse. All furniture must be returned to its original location.
- No firearms, weapons or illegal substances are permitted **in the clubhouse during events.**
- Smoking is not allowed in the 3CW Community Clubhouse.
- No pets are allowed in the 3CW Community Clubhouse except for licensed service animals.
- If in doubt, **DON'T**. Contact the CCC immediately for instructions.

Event - Liability or Excess Liability Umbrella Insurance

- **The association Family will be required to:**
 - **Obtain a host EVENT and ALCOHOLIC (if served) liability insurance policy with a combined single limit coverage of not less than \$1,000,000 with respect to injuries, deaths, or damages and naming 3CW HOA as additional insured to cover their scheduled event. This may be accomplished through general liability or excess liability (umbrella) rider to the association Family's**

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homeowner's policy, or through a separate event policy, provided that the rider or additional policy specifically covers host and alcoholic liability.

- **A copy of the policy and/or certificate of insurance must be provided to 3CW HOA Community Clubhouse Committee in advance of the event.**

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Use Fees and Deposits (Clubhouse Only)

Number of Occupants	User Fee*	Cleaning Deposit**	Total Deposit
Up to 110 (With tables & chairs)	\$25	\$100	\$125
Up to 236 (With chairs only)	\$25	\$100	\$125
	*Non-refundable	**Refundable	

***User fee is non-refundable to cover utilities and expendables**

***There is no user fee for families hosting a Celebration of Life for a community member that has passed away.**

****Cleaning Deposit refund amount dependent on condition of clubhouse after use.**

Other Restrictions and Provisions

- No tape or adhesive are to be used on any surface (inside and outside) except glass and countertops. No pins may be used, or holes made in any surfaces.
- No grills, fryers or any cooking devices is allowed within the Clubhouse or the Pool deck area.
- Use of warming trays is permitted. Any flammable units must be completely extinguished and properly disposed of.
- Association Member(s) acknowledge that his/her use of the facility is purely for the pleasure of the Association Member(s) and his/her guests and that neither 3CW HOA nor its agents, have assumed any responsibility for, nor shall have any liability for, the actions or inactions of the Association Member(s) and his/her guests and invitees or for any injury, damage, or loss any person may sustain while using the facility or in connection with or as a result of any activity, including consumption of alcohol or other intoxicating or illegal substances, engaged in by any person while using the facility.
- Association Member(s) on behalf of him/herself, his heirs, successors and assigns, and on behalf of his/her guests and invitees, their heirs, successors, and assigns hereby release 3CW HOA and their respective officers, directors, shareholders, agents, members, successors, and assigns of and from any claims which Association Member(s), his or her guests, and invitees, now have or may hereafter have which are related in any way to any

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loss, damage or injury that may be sustained in connection with their use of the facilities or as a result of any activity, including the consumption of alcohol or other intoxicating or illegal substances, engaged in while using the facility. Association Member(s) on behalf of him/her self, his heirs, successors and assigns, agree(s) to indemnify, defend and hold harmless 3CW HOA and their respective officers, directors, shareholders, agents, members, successors, and assigns against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, arising from the use of the facilities buildings and sidewalks adjoining the same, by Association Member(s), his or her guests, and invitees, or as a result of any activity, including the consumption of alcohol or other intoxicating or illegal substances, engaged in by any such person while using the facilities. In the event any action or proceeding is brought against 3CW HOA, their respective officers, directors, shareholders, agents, members, successors or assigns by reason of any such claim, Association Member(s) covenants and agrees to pay all costs of defense of such action or proceeding by counsel satisfactory to 3CW HOA.

- The foregoing indemnification and defense obligations shall not be conditioned upon the availability of insurance coverage, and Association Member(s)' failure to obtain insurance coverage or the refusal of the insurer to pay any claim or otherwise assist Association Member(s) in fulfilling such obligations shall not relieve Association Member(s) of the indemnification and defense obligations set forth herein.
- The right to use the facilities of 3CW HOA which may be granted hereunder is a license subject to the terms hereof which may be terminated at any time without notice upon the violation of any of the terms and conditions hereof, or if for any reason any authorized representative of 3CW HOA determines that there is an imminent danger of injury or death to any person or damage to the property of 3CW HOA. In such case, when directed to do so the Association Member and his guests and invitees shall immediately vacate the facility in a peaceful and orderly manner.

By signing below, Association Member certifies that he/she has read the Use Agreement and is familiar with its provisions and rules and agrees to comply with and be bound by the Use Agreement.

Association Member(s) signature: _____

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3CW Community Clubhouse Inspection Checklist

***THE 3CW USE AGREEMENT ASSOCIATION MEMBER MUST BE PRESENT IN THE
COMMUNITY CLUBHOUSE DURING THE ENTIRE TIME OF THE RESERVATION WHILE
ANY GUESTS ARE PRESENT***

[ALL EXCEPTIONS TO BE NOTED BELOW]

Pre-Use	Item	Post-Use
	Restrooms clean, all fixtures in place and working properly	
	All glass surfaces are clean	
	Countertops clean and unmarred	
	Kitchen sink clean and unmarred	
	Disposal, warming drawer, microwave, refrigerator, and freezer are clean, fully operational, and unmarred	
	Chairs, tables, and couches returned to original locations and unmarred	
	Walls, doors, windows, floors, and ceilings are unmarred	
	Lights, fans, TV, and other appliances are fully operational and unmarred	
	All interior trash cans are emptied, and all trash placed in outside trash containers	
	Deck, sidewalks, parking area, lawn and landscaping are free of refuse from event	
	All doors are secured and locked	
	No food, containers, or utensils are to be left on the counters, tables, chairs, floor, or in the refrigerator, warming tray, microwave, or cabinets.	
	All lights, warming drawer, TV and other appliances (except the refrigerator and freezer) are to be turned OFF	
	Oven and Cook Top clean and unmarred	

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Pre-Use Inspection Date/Time	Post-Use Inspection Date/Time
HOA Rep Signature:	HOA Rep Signature:
Association Member Signature:	Association Member Signature:

General note: If food or liquid is dropped on the floor, it should be immediately cleaned up. No food, containers, or utensils are to be left on the counters, tables, chairs, floor, or in the refrigerator, warming tray, microwave, or cabinets. Stains, of any kind, on the floor, carpet or rugs that require professional cleaning will be deducted from the Deposit. All trash cans require liners, and all trash is to be placed in the designated containers outside the Clubhouse.

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