

3 Cherry Way HOA

Community Clubhouse Reservation Form and Use Agreement for Events with Member Guests Only

Name of **Reserving** Member(s): _____

Address: _____ Email: _____

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

Date Requested: _____ Day of the Week: _____

Time Requested: (from) _____ (to) _____

Number of People: (Adults): _____

*By signing below, **Reserving** 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 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.*

Reserving Member(s) signature(s): _____

Date: _____

Use Approvals

Date Approved: _____ Day of the Week: _____

Time Approved: (from) _____ (to) _____

Number of People: (Adults): _____

3CW CCC Chair: _____ 3CW Director: _____

Reserving Member(s) initials: _____

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Written Requests

- The 3 Cherry Way HOA Community Clubhouse Reservation Form and Use Agreement for Events with Member Guests Only Form needs to be completed when:
 - 25 or more member guests are invited to an event.
 - The member requesting the Clubhouse wants exclusive use of the Clubhouse.
- 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 reason.**
- 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.
- The 3CW Community Clubhouse will be reserved subject to availability
- 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.
- 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.
- 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. Any member of the 3CW CCC or Board reserves the right to stop an event at any point **with appropriate reason.**

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- 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 by the applicable deadline may result in loss of the Reserved Date of the event.
- By signing the Use Agreement, the **Reserving** Family hereby agrees to be responsible for any and all costs incurred in the restoration of the Facilities and/or 3CW property to its condition prior to the association Family's event. **Unrecovered damage costs** will be considered a special individual assessment against the **reserving** Family until paid in full and subject to the assessment collections policies of the 3CW HOA.

It is the **Reserving** 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 Community Clubhouse during events.**
- Smoking is not allowed in the 3CW Community Clubhouse.
- No pets are allowed in the 3CW Community Clubhouse except licensed service animals.
- If in doubt, **DON'T**. Contact the CCC immediately for instructions.

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 **Community** Clubhouse or the Pool deck area.
- Use of warming trays is permitted. Any flammable units must be completely extinguished and properly disposed of.

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- **Reserving** Member(s) acknowledge that his/her use of the facility is purely for the pleasure of the **Reserving** 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 **Reserving** 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.
- **Reserving** Member(s) on behalf of him/her self, 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 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.
- **Reserving** 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 **Reserving** 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 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 **Reserving** Member and **their** guests and invitees shall immediately vacate the facility in a peaceful and orderly manner.

*By signing below, **Reserving** 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.*

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Reserving Member(s) signature: _____

Date: _____

3CW Community Clubhouse Inspection Checklist

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	

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

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Reserving Member Signature:	Reserving Member Signature:
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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.