

CHESTNUT OAKS

CLUBHOUSE RENTAL RULES

1. Only DEEDED PROPERTY OWNERS (“RESIDENTS”) in good standing can submit this application to reserve the Clubhouse for private use. The Clubhouse is never available for overnight activities or lodging. Only RESIDENTS over the age of 21 can make reservations. If a RESIDENT younger than 21 years of age wishes to use the Clubhouse, the reservation must be made by an adult RESIDENT who must be present at all times and be responsible for all activities.
2. For rental purposes, the area to be rented (hereafter referred to as the “Clubhouse”) shall include the great room, kitchenette, and access to the restrooms. **Pool use is not included in the rental of the Clubhouse. Violation of this rule could result in withholding of the deposit and/or suspension of pool privileges.**
3. The Clubhouse is NOT to be a facility for use by outside organizations.
4. Resident will be responsible for all appropriate permits.
5. No Resident may reserve the Clubhouse for use by a non-resident or by a business organization.
6. The maximum number of people permitted in the Clubhouse at any one time is to be determined by City and/or Local fire codes.
7. A fee of \$150.00, which includes a security deposit of \$100.00 plus a non-refundable fee of \$50.00, must accompany the application for the use of the Clubhouse. For reservations made less than two (2) weeks in advance, the deposit must be by cashiers check or money order. If the Resident’s check for the rental fails to clear the bank, a \$25.00 NSF fee for the returned check is charged. The Clubhouse may only be reserved again with a cashiers check or money order for the deposit of \$100.00, plus the \$25.00 charge for the returned check. The amounts of the security deposit and the non-refundable fee may be subject to change without notice.
8. There are two rental periods daily: 8:00 AM to 3:00 PM and 4:00 PM to 12:00 AM (midnight). Setup and clean up should be scheduled to fall within the rental period. A non-refundable fee of \$50.00 will apply to each rental period.
9. The Resident signing this agreement for rental of the Clubhouse, or a responsible agent acting on behalf of the Resident, **MUST BE PRESENT** at all times during its use. While in the Clubhouse area, caterers, florists, musicians, and others **MUST** be accompanied by the Resident or their agent prior to and after the rental of the Clubhouse.
10. Guests are to be under the direction and control of the Resident making the reservation. Alcoholic beverages may not be sold under any circumstances. The use of any alcoholic beverages must be confined to the Clubhouse great room only and must be in accordance with State and Local laws. The Resident is responsible for the behavior of guests. Any infractions or disturbances created as a result of the event which requires police authorities to respond and/or take action shall be considered a violation of these rules and will result in forfeiture of the total deposit plus additional charges and fines which may be levied.
11. The Resident and guests must park only in the parking lot adjacent to the Clubhouse in the designated parking spots. Vehicles parked otherwise may be towed away at the vehicle owner’s expense.
12. If the Clubhouse area or any other common area is damaged, the Association reserves the right to refuse future use of the Clubhouse to the Resident signing the Clubhouse Agreement, and the Owner will be responsible for the damage.
13. The Resident reserving the Clubhouse is responsible for their guests’ behavior. This is a residential community and boisterous behavior before, during, or when departing the Clubhouse should be minimized. Be a “good” neighbor.
14. The Resident assumes FULL responsibility for any damage done to the Clubhouse, its contents, or the surrounding common area. The Resident shall hold the Association harmless from, and indemnify the Association for, any claims against the Association for damages, including reasonable attorney’s fees and court costs suffered by the Association.
15. The Board of Directors and the Clubhouse Coordinator/Committee reserves the right to free access to all portions of the Clubhouse at all times.
16. Under no circumstances are pets allowed in any area of the Clubhouse.
17. It is the responsibility of the Resident reserving the Clubhouse to ensure that the Clubhouse is left in the same condition as it was before the event. All trash, all decorations and all food are to be removed, and the restrooms cleared of trash. Tables, counters, windows, and floors must be so that the Clubhouse is ready for the next Resident’s use. Failure to meet all items on the rental checklist will result in additional withholding of deposit and/or extra charges unless the Resident performs whatever is necessary to meet the checklist. The Clubhouse must be cleaned and returned to the original condition no later than the end of the agreed upon rental period.
18. After a rental, the security deposit will be refunded or applied in whole or in part to restore the Clubhouse to its original condition. The condition of the Clubhouse after use is determined by the Management Company or Clubhouse Coordinator/Committee. This determination must be made within forty-eight (48) hours of the ending time of the rental and prior to the next rental. The Resident must be present during the inspection or forfeit the right to protest any withholding of the deposit and/or additional assessment for damages not covered by the deposit.
19. All trash must be removed from the Clubhouse and the surrounding Common Area.
20. Decorations from the event may not be nailed or tacked to any painted surfaces. They may be taped to UNPAINTED surfaces only, such as windows. Tape applied to painted surfaces will remove the paint and will cause a charge to be assessed for repair.
21. The cost of cleaning or repairing the Clubhouse and/or adjacent common areas, as result of use by the Resident or guests (invited or not), which exceeds the amount of security deposit, shall be assessed against the Resident. The Resident consents that the assessment, together with any reasonable attorney fees, court costs, and/or collection costs, shall constitute a lien against the Resident’s Unit. The lien may be foreclosed.
22. Fireplace must be turned off before leaving (if applicable).
23. Closing time for the Clubhouse is 12:00 AM (midnight). Resident and all guests must vacate the premises by 12:00 AM (midnight). Cleaning must be completed prior to vacating the Clubhouse unless otherwise arranged.
24. Any violation of these rules will result in the forfeiture of part or all of the security deposit. This is in addition to any other remedy available to the Association, including the filing of a lien for any costs or damages suffered by the Association.

REQUEST FOR USE OF THE CLUBHOUSE
Chestnut Oaks Community Association

RESIDENT REQUESTING RENTAL: _____

PHONE: _____ (Home) _____ (Work)

PROPERTY ADDRESS: _____

TYPE OF FUNCTION: _____

DATE DESIRED: _____ TIME: _____

NUMBER OF GUESTS: _____

WILL ALCOHOL BE SERVED: _____ (Yes) _____ (No) WILL FOOD BE SERVED: _____ (Yes) _____ (No)

WILL THERE BE MUSIC _____ (Yes) _____ (No) (If yes, state how provided: Band, DJ, etc): _____

ARE YOU CURRENT WITH YOUR ASSOCIATION FEES: _____ (Yes) _____ (No)

PLEASE NOTE: POOL USE IS NOT INCLUDED IN THE RENTAL OF THE CLUBHOUSE. Violation of this rule could result in withholding of the deposit and/or suspension of pool privileges.

PLEASE READ THE RENTAL RULES AND CLEANING CHECKLIST BEFORE SIGNING THE FOLLOWING STATEMENT.

A FEE OF \$150.00, WHICH INCLUDES A SECURITY DEPOSIT OF \$100.00 AND A NON-REFUNDABLE USAGE FEE OF \$50.00 PER TIME PERIOD, MUST ACCOMPANY THIS APPLICATION. CHECKS ARE TO BE MADE PAYABLE TO: Chestnut Oaks Community Association. THE DEPOSIT IS SUBJECT TO THE CONDITIONS SET OUT IN THE ACCOMPANYING PAGE OF RENTAL RULES.

I UNDERSTAND THE CONTRACT AGREEMENT AND AGREE TO ABIDE BY THE RULES AND REGULATIONS SET FORTH BY THE BOARD OF DIRECTORS. I CERTIFY BY MY SIGNATURE THAT I HAVE RECEIVED AN ACCOMPANYING SET OF RULES AND THAT I AM RESPONSIBLE FOR ALL EXPENSES INCURRED AS A RESULT OF MY USE OF FACILITIES THAT MIGHT OCCUR UNTIL THE CHECKLIST IS COMPLETED NO LATER THAN THE FOLLOWING MORNING.

IN THE EVENT THAT ALCOHOLIC BEVERAGES ARE EITHER SERVED AT THE EVENT BY THE RESIDENT OR BROUGHT TO THE EVENT BY GUESTS OR INVITEES OF THE RESIDENT FOR CONSUMPTION AT THE PARTY, RESIDENT SHALL BE SOLELY LIABLE FOR USE OF PROVIDING ALCOHOL ON THE PREMISES AND THE ASSOCIATION AND THE MANAGEMENT COMPANY FOR CHESTNUT OAKS COMMUNITY ASSOCIATION SHALL NOT BE IN ANY WAY LIABLE FOR ANY OF THE FOREGOING. FUTUREMORE, RESIDENT HEREBY SPECIFICALLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND MANAGEMENT COMPANY FROM ANY AND ALL CLAIMS BY ANY PERSONS WHOMSOEVER ARISING OUT OF THE CLUBHOUSE USE GENERALLY AND OUT OF THE CONSUMPTION OF ALCOHOL AT THE EVENT SPECIFICALLY. ALL ALCOHOLIC BEVERAGES AT THE EVENT ARE TO BE CONSUMED IN THE GREAT ROOM ONLY.

MEMBER'S SIGNATURE

APPROVED BY
(Clubhouse Coordinator/Management Company)

DATE SUBMITTED

DATE APPROVED

CLUBHOUSE CLEANING CHECKLIST

Chestnut Oaks Community Association

	ACCEPTABLE	NOT ACCEPTABLE	MINIMUM CHARGE
1. Floors – Swept, mopped and cleaned	_____	_____	\$10.00
2. Kitchen – Clean sink, oven range, refrigerator (inside/outside), cabinets, floors, counters	_____	_____	\$10.00
3. Furniture – Cleaned and returned as found	_____	_____	\$10.00
4. Bathrooms – Clean wash stands, counters, toilets, urinal, trash cans, walls, floors, and mirrors	_____	_____	\$10.00
5. Trash – All cans emptied and trash removed from the Clubhouse and the surrounding outside common area picked up	_____	_____	\$10.00
6. Ceilings & Walls – Left in original condition	_____	_____	\$10.00
7. Windows – Closed and locked	_____	_____	\$10.00
8. Doors – Closed and locked	_____	_____	\$10.00
9. Tables & Folding Chairs – Clean, undamaged & returned as found (if applicable)	_____	_____	\$10.00
10. Decorations – May be taped (not tacked or nailed) into place on unpainted surfaces only – all decorations and ALL tape must be removed	_____	_____	\$10.00
11. Pool – Must not be used during rental	_____	_____	\$10.00

Missing items, damage to drywall, deep scratches in the woodwork, flooring, tables, chairs, furniture, lamps, lighting fixtures, carpeting, appliances and windows shall constitute forfeiture of the security deposit plus other charges as determined.

NOTE CONDITIONS OR EXISTING DAMAGE PRIOR TO RENTAL:

SIGN IN:

(Clubhouse Coordinator/Management Company)

(Date)

(Member)

(Date)

SIGN OUT:

(Clubhouse Coordinator/Management Company)

(Date)