

# **Brentwood Villa Condominiums**

## **Clubhouse Rules, Regulations and Use Agreement**

### **Rules:**

1. The clubhouse can only be rented by a condominium property owner or resident.
2. The maximum number of persons that may occupy the clubhouse is 60 people.
3. The property owner/resident shall assume all responsibility for the actions of each guest.
4. The property owner/resident shall be present for the entire time the clubhouse is in use.
5. Do not tape anything to the front doors.
6. No burning of any type is permitted in the clubhouse (Exception: birthday candles).
7. No smoking is permitted in any portion of the clubhouse.
8. Upon completion of the use of the clubhouse, the following must be cleaned inside and out with a cleaning solution such as 409, or a like cleaning solution:
  - a. Refrigerator/Freezer
  - b. Coffee Maker
  - c. Stove/Oven
  - d. Microwave
9. The icemaker shall be turned off.
10. Sweep and mop all floors with a cleaning solution suitable for floor cleaning.
11. All garbage and trash is to be removed and new liners placed in the cans.
12. Place all furniture back to its original position or back to the storage area. (Please lift furniture when moving.)
13. Return thermostat to 55 degrees for winter and 85 degrees for summer.
14. Turn off all lights.
15. Lock all doors.

### **Parking:**

Parking is permitted in designated spaces only. Do not:

1. Block parking for other resident units.
2. Block the street.
3. Parallel park on the side of the street.
4. Park sideways in front of the clubhouse.
5. Park in the pool area parking.

All parties agree that the deposit shall be fully refundable unless the property is not returned under the conditions set forth above. Failure to follow any and all rules as stated shall result in forfeiture of all deposit monies.

All parties understand that the pool is NOT included in the rental of the clubhouse and that all pool furniture and tables on the lower patio are not for the exclusive use of the clubhouse.

Property owner/resident agrees to be financially responsible for the actual cost without limitation of any and all damage caused by accident or neglect by the invitee of the property owner/resident or by the property owner/resident him/herself. Property owner/resident agrees to be responsible for any insurance deductible without limit should an insurance claim be filed as a result of any and all actions by property owner/resident or invitee.

Property owner/resident agrees to hold harmless the Brentwood Villa Homeowners' Association, Inc. and David Floyd & Associates, Inc. and indemnify same for any monetary damage caused by the clubhouse not being available on the date that the property owner/resident have reserved said clubhouse.

Property owner/resident understands that Brentwood Villa Homeowners' Association, Inc. shall make every effort to have all appliances, HVAC and other amenities properly functioning at the time of the rental. However, neither the Brentwood Villa Homeowners' Association, Inc. nor David Floyd & Associates, Inc. can guarantee that said appliances will be functioning on the day of the rental. Property owner/resident agrees to hold harmless both Brentwood Villa Homeowners' Association, Inc. and David Floyd & Associates, Inc. for any cost associated with the non-use of the clubhouse for any reason of mechanical failure that is out of the control of both Brentwood Villa Homeowners' Association, Inc. and David Floyd & Associates, Inc.

All deposit monies shall be held at the office of David Floyd & Associates, Inc with a copy of this signed agreement. Upon direction from the board for Brentwood Villa Homeowners' Association, Inc., or by its assigned clubhouse representative, deposit funds can be deposited without notice into the account of the Brentwood Villa Homeowners' Association, Inc. should the property owner/resident violate any of the afore stated rules or parking guidelines, or fail to return the clubhouse in a clean manner, as determined by the board representative. Should the clubhouse need to be cleaned, property owner/resident agrees to pay the actual cost of cleaning of the clubhouse. The deposit will be used toward the actual cleaning bill. Should cleaning be needed, the property owner/resident shall be notified by the board or its assigns prior to a third party being brought in to clean the clubhouse. Upon notification, the property owner/resident shall have 24 hours to clean the clubhouse to an acceptable condition. Should the clubhouse not be cleaned in an acceptable manner, a third party can be brought in to clean without further notice, and the bill for said services shall be placed on the property owner account. Be advised that this balance being on the account shall incur a late fee should the account not be brought to a zero balance by the 15<sup>th</sup> of the month following the charge.

By placing my signature below, I accept and agree with the terms as stated in this agreement. Further, I agree to follow all rules and regulations as stated in this agreement and understand that my deposit may be forfeited without demand as a result of a violation of the stated rules and cleaning regulations.

**Please make all checks payable to Brentwood Villa HOA.** Please note on the check either “payment for clubhouse rental” or “security deposit for clubhouse”.

**Deposit amount: \$100.00**

**Daily rental amount: \$75.00 (per day used). This check will be deposited upon receipt.**

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Phone: \_\_\_\_\_

Unit Address: \_\_\_\_\_

Event Date(s): \_\_\_\_\_

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**HOA USE**

Key issue date: \_\_\_\_\_

Key return date: \_\_\_\_\_

Clubhouse checked by: \_\_\_\_\_

Date checked: \_\_\_\_\_

Approved to return deposit (circle): Yes/No

Reason for not returning deposit:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of HOA clubhouse representative: \_\_\_\_\_