## PARKWOOD HOMEOWNERS' ASSOCIATION CLUBHOUSE USE AGREEMENT

## PLEASE RETURN THIS FORM TO EQUUS MGMT: ATTENTION Jailyn

The undersigned agree(s) to the following terms and conditions for using the association's clubhouse facilities:

- 1. Only homeowners may reserve clubhouse facilities as outlined below. A use fee and a cleaning/security deposit are required prior to use.
  - Pre-payment of a \$50.00 fee to cover heat or air-conditioning, lights, water, etc. An additional \$10.00 use fee is required to use the outdoor BBQ (plumbed natural gas, not propane).
  - Pre-payment of a \$250.00 cleaning/security deposit. For return of the cleaning/security deposit, please see paragraph nine (9) below.
  - Payments are to be made with two (2) checks payable to Parkwood HOA. These payments should be made at the Equus Management Group office at the time the reservation is made, which should be at least two (2) weeks in advance.
  - If tables and chairs are needed, please request when reservation is made or at least three (3) days before the event.
  - Only the clubhouse main area, kitchen, BBQ and adjacent upper patio are available for exclusive, reserved use. The bathrooms, gym, and garden areas are NOT for exclusive, reserved use and will remain open and available for use by all homeowners and their guests.
  - The pool, pool deck and grass areas surrounding the pool are NOT part of this exclusive-use agreement. However, event guests may use the pool only if their number is limited to four (4) as outlined in Section 10.1.7 of Parkwood's Rules and Regulations.
- 2. Homeowner(s) accepts full responsibility for any damage to clubhouse facilities under this agreement as well as any other properties or grounds within Parkwood caused by the homeowner(s) and/or their guests/attendees.
- 3. Under Parkwood's rules and regulations, parking outside garages is by permit only, and each unit is limited to two permits. Guests without permits must park off/outside Parkwood grounds. The homeowner(s) is responsible for enforcing this policy and for violation(s) by their guest(s).
- 4. The homeowner(s) must be present at all times to supervise the event and their guests. Noise, rowdy conduct or other behavior that creates a nuisance are prohibited under this agreement and Parkwood's rules and regulations.
- 5. Any/all music must cease at 9:00 pm Sunday through Thursday, and by 10:00pm Friday and Saturday.
- 6. The clubhouse facilities may be used between the hours of 9:00 am and 10:00 pm.
  - Attendees must vacate the premises by 10:00 pm unless specific, prior arrangements have been made with Equus Management Group. The building's alarm system resets automatically at 10:30 PM.
  - All faucets, lights, BBQ and cooking appliances must be turned off when the event is completed.
     Heating and air conditioning thermostats must be returned to their original/proper settings, and all doors and windows must be securely locked.

- All trash, food waste and other debris from the event must be removed and disposed of by the homeowner(s). <u>Clubhouse/trash/recycling containers and other association disposal facilities</u> must not be used.
- Decorations may only be attached to walls or other surfaces using "removable" tape (painter's tape). Nails, push pins, glue or other adhesives may not be used.
- 7. The clubhouse, kitchen (including appliances, utensils, pots and pans, service ware, etc.), BBQ and adjacent patio must be cleaned, and all articles of furniture and all equipment must be cleaned and returned to their proper places before vacating the premises. Exception: For events ending at 10:00 pm, these tasks must be completed by 10:00 am the following day.
- 8. Post-event inspection of clubhouse facilities and premises will be performed by Equus Management, a board member or an authorized individual to determine compliance with the terms of this agreement, and, if applicable, Parkwood's rules and regulations.
- 9. If there are no issues with compliance, the \$250 cleaning/security deposit will be returned as soon as possible. However, if there is evidence of non-compliance, the \$250 cleaning/security deposit will be held pending further action by the association, including but not limited to determining what cleaning tasks and/or repairs are needed to bring the clubhouse facilities to the condition required by the terms of this agreement. Such work will be arranged by the association through licensed contractors and service providers, and the expenses incurred by the association will be deducted from the deposit; for example:
  - Costs to clean the premises, including removal of trash/waste/debris.
  - Costs to repair damage to clubhouse facilities or any other property within Parkwood caused by the event and/or guests.
  - Cost to replace items lost or missing from the clubhouse facilities, including but not limited to the kitchen key.
  - Fine(s) for violating terms or conditions of this agreement and/or Parkwood's rules and regulations.

If deductions for such expenses and fines, if any, exceed the \$250 cleaning/security deposit, the deposit will be forfeited, and the amount exceeding the deposit will be assessed against the homeowner or the homeowner's unit and must be paid within ten (10) days of billing. Late payments may be subject to late fees. Should collection and/or legal action be necessary to effect payment, homeowner(s) will be required to also reimburse all reasonable collection and attorney's fees and court costs.

Parkwood Recreational Facilities Use Agreement
Homeowner Name:
Homeowner Address:
Homeowner Phone Number:
Alternative Emergency Contact Phone:
Date of Party:
Type of Party or Event:
Invited number of attendees:
Date of Party / Event:
Time of arrival (include set up time):
Time of departure:
Requesting exclusive use of (check all that apply) Clubhouse BBQ BBQ Patio Kitchen
Homeowners Insurance Policy #:
Carrier:
Expiration date:
Print Name(s)
Signature:
— Signature:

Date of receipt:
Date received:
Date:
Date: