

Brandon Oaks Community

CLUBHOUSE AGREEMENT

Name of Homeowner(s): _____

Address: _____

Email Address: _____

Telephone Numbers: Home: _____ Cell: _____

Date Requested: _____ Day of Week: _____

Time of Event: From: _____ To: _____

Number of Guests: _____

Clubhouse is available:

Monday – Friday 4:00 p.m. to 11:00 p.m. and Saturday – Sunday 8:00 a.m. to 11:00 p.m.
Clubhouse will not be available for rent on days there is a Brandon Oaks HOA community event.

The clubhouse facilities may be rented for private parties hosted by Brandon Oaks homeowners. Any political or “for profit” events are not permitted. The maximum capacity of the clubhouse is 60 people. The clubhouse is a non-smoking facility.

Clubhouse French doors leading to Pool must remain locked during clubhouse rental.

- Rental of the Brandon Oaks Clubhouse DOES NOT give you or your guests access to the pool area.
- Guests of your event that are Brandon Oaks Residents are, of course, free to use the pool during times when it is open.
- Guests that are not Brandon Oaks residents will be subject to Pool Guest Policy restrictions (4 guests per household, guest fee punch card purchased in advance from the Clubhouse office).

This release is intended to discharge, in advance, the Association and its officers, directors and agents, from any and all liability arising out of or connected in any way with the rental of the Brandon Oaks clubhouse/pool, even though that liability may arise out of negligence or carelessness on the part of the Brandon Oaks Community Homeowners Association, Inc.

I assume all risk of personal injury, death or property loss resulting from any cause whatsoever. I understand that it is my responsibility to follow all the rules and regulations and that I am responsible for all of my guests. I accept full responsibility for injury, death, property damage or injury inflicted on others. I agree to give up and make no claim against the Brandon Oaks Community Homeowners Association, its officers, directors, agents or employees for any injury to myself or others, death or property damage, regardless of cause, including alleged negligence or fault. I agree that my signature on this waiver and release confirms absolutely my agreement to be bound by all these terms and others posted.

(Initials)

By signing this rental agreement, I agree that I am solely and fully responsible for the conduct of all guests and attendees. I assume full responsibility for any unlawful or illegal activity occurring during the course of the event, including, without limitation, any use of drugs or controlled substances. I assume full responsibility with respect to the service, use and consumption of any alcoholic beverages during the course of the event and agree to ensure that alcohol is not permitted, served or otherwise made available to any underage person or intoxicated person.

(Initials)

If I desire to rent the Brandon Oaks clubhouse and permit the consumption of alcoholic beverages, I **MUST** obtain from my insurance carrier a Certificate of Insurance listing the name of the Homeowner Association as the secondary insured on the certificate. Proof of liability insurance must have a combined single limit coverage of \$1,000,000 for injuries, deaths, or damages. You must obtain a general liability, excess liability, or umbrella rider to your homeowner policy or obtain a separate policy, provided that it specifically covers host liquor liability. This Certificate of Insurance must be provided no later than seven (7) days prior to the event. **Under no circumstances shall any alcoholic beverage be sold at any event held at the clubhouse.**

(Initials)

No liquor will be served at the subject event

(Initials)

OR

Liquor is to be served and I have submitted necessary forms

(Initials)

For private parties, a DJ can only be used after regular pool hours, and the sound must be kept a minimum as to not disturb residents. I agree to abide by the rules for the DJ.

(Initials)

I agree to be present during the entire period of my reservation and to be responsible for the conduct of my guests during that entire period they are on Association property as well as at the time of their arrival and departure.

(Initials)

The facility will be reserved subject to availability once your rental and deposit fees have been received. Rental dates are subject to termination by the Association if the association dues and any other fines or assessment are delinquent. The rental fee will be forfeited if rental is canceled less than two (2) weeks prior to the rental date.

(Initials)

Each homeowner(s) is responsible for cleaning the clubhouse after their party per the checklist (refer to page 4). The first business day following the party/event, the clubhouse and restrooms will be inspected.

(Initials)

Refund of Security Deposit Policy. The security deposit is refundable upon confirmation that the facility was left clean and undamaged. The homeowner's security deposit check will be shredded unless the homeowner specifies, they will pick up the check personally in writing.

ANY CLEANING OR REPAIRING OF THE FACILITY AFTER THE RENTAL WILL FORFEIT THE ENTIRE SECURITY DEPOSIT. THE HOMEOWNER HEREBY AGREES TO BE RESPONSIBLE FOR ANY AND ALL COSTS INCURRED IN REPAIR OF THE FACILITY TO ITS ORIGINAL CONDITION PRIOR TO THE SUBJECT EVENT, WHICH SHALL NOT BE LIMITED TO THE AMOUNT OF THE DEPOSIT.

(Initials)

Cusick Community Management will activate your keycard on the date and for the hours you will be occupying the clubhouse. You will receive an email when your fob has been activated for the Clubhouse door.

(Homeowner/Renter Signature)

(Date)

Two separate checks should be made payable to: **BRANDON OAKS HOA**

Clubhouse is available Monday – Friday 4:00 p.m. to 11:00 p.m. and Saturday – Sunday 8:00 a.m. to 11:00 p.m.

_____ Rental Fee: \$75.00 7 hours (4 p.m. – 11 p.m. Mon - Fri)

_____ Rental Fee: \$75.00 all day (8 a.m. – 11 p.m. Sat - Sun)

_____ **ALL RENTALS REQUIRE A SECURITY DEPOSIT OF: \$300.00**
(will be held and shredded if there are no damages after inspection)

FOR SAFETY REASONS, THE RESTROOM DOORS ARE TO REMAIN LOCKED AT ALL TIMES DUE TO DOORS LEADING TO THE POOL AREA. THE RESTROOM KEY IS IN A LOCKBOX ON THE WALL BETWEEN THE RESTROOM DOORS. THE CODE TO ACCESS THE KEY IS: 9341

Submit rental agreement, rental & deposit fees and insurance policy (if required) to:

**Brandon Oaks Onsite Director at Brandon Oak Clubhouse
2333 Brandon Oaks Parkway**

Brandon Oaks Homeowner Association

CLUBHOUSE RENTAL CHECKLIST

Name of Homeowner/Host: _____

Date of Event: _____

Failure to clean up any spills trash or any damages to the facility will result in forfeiture of the homeowner's security deposit.

- Kitchen cabinets, countertops, floors and countertops wiped down. Floors in Clubhouse swept/mopped(bring your own mop/Swiffer)
- Refrigerator, microwave, and dishwasher must be empty. Leftovers (food/beverage) must be discarded.
- Surrounding grounds in order (trash picked up)
- Return furniture returned to its original position.
- Return the restroom key to the lockbox.

COMMENTS: _____

Due to back-to-back rentals, it is your responsibility to check the clubhouse upon your arrival and report any problems (Email to dradcliffe@cusickcompany.com or a voice message to 704-684- 0105.) **Failure to do so will make correcting these issues your responsibility.**

Before vacating the facility, please ensure that all doors are locked, and all appliances, lights and fans are turned off.