

DEERWOOD CLUBHOUSE RESERVATION AGREEMENT

- A. Deerwood Council of Co-Owners (Association), in consideration of the non-refundable payment of \$_____ together with the payment of a damage/clean-up deposit of \$_____ (Attachment A) and the covenants and agreements set forth herein, hereby agrees to permit the undersigned HOMEOWNER to have the exclusive use of the Deerwood Clubhouse, (excluding the pool and common area), for the sole purpose of conducting a private social function. The Homeowner agrees that his/her right of use shall not be regarded or construed as a lease of real property, nor shall the relation of the landlord and tenant arise between the homeowner and the Association for any reason.
- B. The Homeowner must reserve the Clubhouse at least 3 days prior to the function. Reservations can be made through the Clubhouse Social Committee by calling the Committee Chairperson. A copy of this agreement along with a checklist for clean-up (Attachment B) will be given to the Homeowner at this time. A Clubhouse committee representative and the Homeowner will examine the premises together within twelve hours before the event. A Clubhouse key will be distributed and acknowledged by the Homeowner. (Attachment C) The signatures on this agreement at the time of the review will confirm the condition of the Clubhouse prior to the event. The Deerwood Board of Directors or their designee will maintain copies of these documents.
- C. The Homeowner shall have the exclusive use of the Clubhouse beginning at _____ PM on_____ and concluding at 10:00 AM the following day. Under no circumstances shall the Homeowner allow the function to continue after 10:59 PM. Any use of the Clubhouse after 10:59 PM must be for the sole purpose of cleaning and restoring the Clubhouse to the same condition as when it was delivered.
- D. The purpose of this function is_____. The Homeowner estimates the number of guests at this function will be _____ however, in no event shall the number of guests present at the function exceed fifty (50) persons. Homeowner also agrees that no admission or participation fee of any type will be collected from any guest attending the function unless such proceeds are donated to a non-profit charity organization approved by the Association. Homeowner agrees that in no event shall a "for profit" function be conducted under this reservation agreement. The Homeowner also agrees to restrict the parking of the guests' automobiles to authorized guest parking.

GUESTS ARE NOT TO BLOCK DRIVES OR CARPORT AREAS

- E. The Homeowner agrees to assume responsibility for the conduct of all guests, whether invited or not. Homeowner assumes all liability for any damage to the Clubhouse and/or the surrounding pool and common area caused by the Homeowner or any guest. The Homeowner agrees that the Association may, in its sole discretion, terminate this agreement and right to possession of the Clubhouse if Homeowner fails to abide by any of the terms of this Agreement.
- F. Homeowner further assumes personal responsibility for any damage to property, both real and personal, of any resident of Association or of any guest, which may be caused by Homeowner, Homeowner's guests, or which results, directly or indirectly, in any fashion, from Homeowner's use of the Clubhouse during the term of this

DEERWOOD CLUBHOUSE RESERVATION AGREEMENT cont.

Agreement. Homeowner agrees to indemnify and hold harmless the Association for any personal injury, property damage or any other damage of any kind or character incurred by any person, entity including the Association itself or property as a result of, arising out of, or in connection with Homeowner's use of the Clubhouse. The exclusive use of the pool is not included in this Agreement.

- G. Homeowner hereby assumes full responsibility to ensure that no alcoholic beverages are made available or accessible to person under the legal age and that no illegal drugs or other controlled substances are present to the Clubhouse or the surrounding common area during the term of this Agreement. Smoking is not permitted in the Clubhouse. An adult must accompany children under fourteen when in the Clubhouse. Homeowner will be present at the Clubhouse continuously while any of Homeowner's guests are present. Homeowner agrees to ensure that Residents, and their guests, of Deerwood will not be disturbed by the activities of Homeowner or Homeowner's guests, at the Clubhouse during the period of this Agreement.
- H. Homeowner agrees that no live bands of any nature will be allowed to perform and that no large sound systems or loud music of any nature will be played at any time during the term of this Agreement. Homeowner further agrees that after 10:00 PM, the function is to be restricted to inside the Clubhouse with the doors of the Clubhouse closed and to lower the sound level of all noise and music. Homeowner also agrees that on or before 10:59 PM the function will end, all guests will have left the Clubhouse premises, all heating and air conditioning units will be turned off, and all doors locked. Failure to do so will result in total forfeiture of the damage/clean-up deposit.
- I. Homeowner agrees to thoroughly clean and restore the Clubhouse to its condition/order as when it was delivered as specifically required by the Checklist for Deerwood Clubhouse Clean-Up, Attachment B to and made a part of this Agreement. Clean up must be completed in a manner satisfactory to the Association by 10:00 AM the following day or the deposit will be forfeited. Prior to the return of the deposit, a representative of the Association will inspect the Clubhouse and surrounding common area the first work day after the event and will determine in its sole discretion, whether the Clubhouse and surrounding common area are in satisfactory condition. No streamers, balloons or other decorations are to be hung in such a manner that removal of it defaces the property in any manner. Homeowner is responsible for all such removal.
- J. If all of the above conditions have been met, the Association will return the full amount of the damage/clean-up deposit to Homeowner within five days from the return of the Clubhouse key. If, in the opinion of the Association's representative, additional cleaning is required, or if repairs are required to the equipment, furnishings or property, or if there has been any damage to the Clubhouse, the common area or the property of any resident or homeowner at Deerwood, or their guests, the full amount of the deposit will be retained by the Association to be applied to all costs incurred to repair any damage or to return the property to its condition existing prior to Homeowner's use of the Clubhouse. If such costs are less than the total deposit, any remaining amount will be delivered to Homeowner upon completion of the cleaning and/or repairs required. In the event that any additional costs, over and above the amount of the deposited funds, are required for such cleaning, repair or correction of damage those costs will be billed to Homeowner. Homeowner agrees to pay all costs billed within thirty (30) day of the

DEERWOOD CLUBHOUSE RESERVATION AGREEMENT cont.

billing. If any such costs are not timely paid as stated, Homeowner agrees that such costs shall become an assessment against Homeowners unit in Deerwood which may be collected in the same fashion as any other assessment, Homeowner specifically grants the Association a lien, independent of all other liens, against Homeowner's unit in Deerwood to the extent of such costs plus all costs of collection.

K. The Association reserves the right to refuse possession of the Clubhouse to a Homeowner who abuses or disregards the rules or provisions of this Agreement or to Homeowners who are delinquent on their maintenance assessment account.

READ, ACCEPTED, AND AGREED TO, this _____ day of _____, 20__.

Homeowner

Address/Telephone Number

Representative for the Association

Attachments:

- A. Clubhouse Reservation Receipt
- B. Checklist For Deerwood Clubhouse Clean-Up
- C. Deerwood Clubhouse Key Receipt

DOCUMENT APPROVED BY THE DEERWOOD BOARD OF DIRECTORS AND MADE EFFECTIVE 10/01/01

COMMENTS:

