



Home Owner's Association

Application for Reservation Agreement for Brookstone Park Club Facilities

The Brookstone Park Club Facilities are designed to be used by members and their guests. The clubhouse may be used for private parties sponsored by and attended by a member in good standing. To make a reservation, e-mail the clubhouse chairperson.

In consideration for the Brookstone Park Homeowners Association (BPHA) allowing the use of the clubhouse and furnishings therein (hereinafter "Club Facilities"), I, the undersigned, agree to follow (please fill in the application on the last page):

1. I agree to reserve the clubhouse of the BPHA (\$100.00 damage deposit required) and agree to the terms and conditions set forth below and including the BPHA Rules and Regulations for the clubhouse and recreational areas.
2. Deposit / Fees:
 - A usage fee in the amount of **\$25.00** for the upstairs clubhouse area and/or **\$40.00** for the downstairs clubhouse area is required to be paid within 48 hours of the request for a reservation. Additionally the damage deposit of \$100.00 must be paid on a separate check. Checks for the damage deposit and usage fee must be drawn on the account of the individual member who signs this reservation agreement. No outside checks will be accepted. The Clubhouse Committee Chairperson will return the damage deposit check un-cashed after inspection if no cleaning or damage repair is required.
 - Reservation must be cancelled two weeks prior to the date of your party or event. No refund of the usage fee will be made within two weeks of your scheduled party unless another reservation is made for that time period.
3. No illegal drugs are allowed; deposit will be forfeited.
4. Cleaning and Damage Charges:
 - I understand and agree that the damage deposit will be used to pay for abnormal cleaning costs and any and all damages resulting to the club facilities, its contents or any other portion of the property from any actions of persons present at, or attending, or in any other way related to my function.
 - **Brookstone Park Clubhouse Clean-Up Checklist** will be used as a basis. I understand that any and all abnormal cleaning cost and damages against my deposit will be explained. If the cost of cleaning and/or repairs exceeds the amount of the deposit, I agree to pay the BPHA the full costs of all cleaning and/or repairs within (10) days of receipt of a written explanation of the damages and a bill from the BPHA for such cleaning and/or repairs.
 - I agree that all deposits, fees, and expenses incurred by the BPHA as a result of the use of the club facilities under this agreement shall be considered an assessment and constitute a lien against my property and shall be fully collectible as such as provided in the BPHA Declaration and By-Laws.
 - I understand that failure to pay cleaning and/or damage fees will cause user privileges to be suspended until reimbursement is made.
5. I assume all responsibility, risks, liabilities, and hazards incidental to the activities applied for (including, but not limited, to serving of beer and/or alcoholic beverages) and hereby release and forever discharge the BPHA, its officers, directors, employees, agents, and members, past, present and future, from any injury or death and damage to or destruction of property arising from my use of the club facilities and its appurtenances.

6. I agree to defend, indemnify, and hold harmless the BPHA, its officers, directors, employees, agents, and members, past, present, and future, from any and all claims, costs, causes of action and liability (including, but not limited to, attorney's fees) for any injury, to either person or servants, guests, invitees or any member of the BPHA or any other person which arise from or in any way related to the use of the club facilities and its appurtenances.
7. I assume all responsibility for the actions and behaviors of all persons present at, attending, or in any other way related to my function and agrees to be personally responsible for causing all such persons to comply with the BPHA Declaration, By-Laws, and Rules and Regulations. I acknowledge that violation thereof by any person present, attending, or in any other was related to my function may, at the sole discretion of the BPHA's Board of Directors, result in forfeiture of my deposit.
8. I understand that when reserving the clubhouse, I am being granted the exclusive use for the time period described in this application. This use is subject to the right herein reserved by the BPHA to enter the club facilities and terminate any use thereof should the conduct of any person using the facility endanger the health, safety, or well being of any person or constitute a nuisance or threat of any property.
9. I am a paying member at least twenty-one (21) years of age and will be in attendance at my function. I hereby agree and represent that the club facilities will be used for lawful purposes only and that if any conduct at the function I am sponsoring violates federal, state, or local laws or ordinances, my rights to use the club facilities under this agreement shall be terminated and the BPHA shall have the right to take possession of the club facilities and instruct my guests(s) to leave the property.
10. Subject to those deductions provided for in this agreement, the deposit will be refunded in whole or part.
11. I understand that the tennis courts and pool may not be reserved exclusively. The tennis courts and pool may only be used in accordance with the posted rules for the use of those facilities.
12. I understand that smoking is prohibited inside all the BPHA facilities. This includes the tennis courts, pool, and playground area.
13. I agree to clean in and around all facilities used (to include collecting, bagging, and placing all garbage in the outside garbage containers) after use, and acknowledge that I have received a copy of the **Brookstone Park Clubhouse Clean-Up Checklist** and agree to perform all responsibilities outlined on said list.
14. I understand that my reservation of the club facilities will not be confirmed nor will this agreement be binding until such time as the BPHA has executed this agreement.
15. I understand that any key(s) provided to me for the event are for my use only and will not be given to anyone else.
16. I have carefully read and understand this form and agree to be bound by its terms.
17. I will notify the Clubhouse Committee Chairperson immediately if any equipment is broken and return the key(s) immediately after cleaning up (must be returned the same day).
18. Keys to all Brookstone Park facilities are property of the BPHA and will not be duplicated or given to non-members.
19. Animals are not allowed at the clubhouse facility.
20. This is an unalterable agreement.

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I agree to all the aforementioned statements for reserving the Brookstone Park club facility.

NAME (Please print) _____

ADDRESS _____

CITY/STATE/ZIP _____

HOME PHONE _____ BUSINESS PHONE _____

Fill in the following and enclose two (2) separate checks for damage deposit (\$100.00) and non-refundable usage fee \$25.00 upstairs and/or \$40.00 downstairs.

* The function will be held on _____ between the hours of _____ and _____.

* I am reserving the club facilities for the purpose of _____, which will be attended by not more than _____ people (max 45 upstairs, 60 downstairs).

* Beer and/or alcohol will / will not (circle one) be consumed at my party/function.

SIGNATURE _____ DATE _____

For BPHA Use Only:

BEFORE EVENT:

Agreed to and accepted by the BPHA by: _____

Date: _____ Title: _____

AFTER EVENT:

Attached signed Brookstone Park Clubhouse Clean-Up Checklist

Deposit refunded: Yes _____ No _____

If no, explain reason why and amount forfeited: _____

BROOKSTONE PARK CLUBHOUSE CLEAN-UP CHECKLIST

- _____ 1. Floors vacuumed, swept, and stains removed from carpet.
- _____ 2. Trash containers emptied and trash taken to outside containers.
- _____ 3. All personal items removed.
- _____ 4. All lamps plugged back into outlets, lights turned off.
- _____ 5. Kitchen cleaned, floor cleaned, refrigerator/freezer cleaned.
- _____ 6. Outside area free of debris.
- _____ 7. Thermostat set.
- _____ 8. Furniture returned to original location.
- _____ 9. Keys returned.