



Application for Reservation Agreement for Brookstone Park Club Facilities

RESERVATIONS MUST BE MADE THREE (3) WEEKS PRIOR TO THE DATE OF YOUR PARTY OR EVENT

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 complete this Reservation Agreement document in its entirety with payments and deposit checks at the Brookstone Park Clubhouse mail box.

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 the following:

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 \$40.00 for the upstairs clubhouse area and/or \$50.00 for the downstairs clubhouse area is to be paid at the time of the Application for Reservation Agreement
 - The additional 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 HOA Board will destroy the damage deposit check after inspection if no cleaning or damage repair is required.
 - Reservation must be cancelled two (2) 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.

Initials _____

- 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 who 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 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.

Initials _____

- 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 Board immediately if any equipment is broken and return the key(s) immediately after cleaning up (must be returned the same day) by the Board and Homeowner prearranged return location.
- 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.

21. **BROOKSTONE PARK CLUBHOUSE CLEAN-UP CHECKLIST**

- Floors vacuumed, swept, and stains removed from carpet.
- Trash containers emptied and trash taken to outside containers.
- All personal items removed.
- All lamps plugged back into outlets, lights turned off.
- Kitchen cleaned, floor cleaned, refrigerator/freezer cleaned.
- Outside area free of debris trash barrels empty.
- Thermostat set.
- Keys returned.
- Bathrooms cleaned
- Furniture and or pool furniture returned to original location
- No confetti, silly string or water balloons
- All tables and chairs are clean
- Parking area is free of trash

I AGREE TO ALL THE AFOREMENTIONED STATEMENTS FOR RESERVING THE BROOKSTONE PARK CLUBHOUSE FACILITY

Fill in the following sign all pages and enclose two (2) separate checks for damage deposit (\$100.00) and non-refundable usage fee \$40.00 upstairs and/or \$50.00 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.

Initials _____



**For BPHA Use Only
BEFORE EVENT**

Application completed and received by: _____ Date: _____

Check #: _____ Date: _____

Event date: _____ 14 day cancel date: _____

Canceled Yes/date: _____ No: _____

Approved by: _____ Date: _____

AFTER EVENT

Deposit destroyed (yes) (no) Date: _____ initials: _____
If no, explain reason why and amount forfeited:

BROOKSTONE PARK HOME OWNER INFORMATION

NAME (PRINT) _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE _____ **EMAIL** _____

SIGNATURE _____ **DATE** _____

Initials _____