## **Brookstone Park Club Facilities Reservations**

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 was 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 Park Club Facilities Reservation Agreement document in its entirety with an accompanying payment. In consideration for the Brookstone Park Homeowners Association (BPHOA) allowing the use of the clubhouse and furnishings therein (hereinafter referred to as Club Facilities).

- 1. I agree to reserve the clubhouse of the BPHOA and agree to the terms and conditions set forth below and including the BPHOA Rules and Regulations for the clubhouse and recreational areas.
- 2. Fees:
  - A usage fee in the amount of \$75.00 for the upstairs clubhouse area and/ or \$75.00 for the downstairs pool house area is to be paid by check at the time of the application submission. We also have a bounce house available for rental for \$40.00 (for set up and take down)
  - Payments for the usage fee must be drawn on the account of the individual member who signs this reservation agreement.
  - No outside(non-member) payments will be accepted.
  - The HOA Board has the right to invoice the property owner after a clubhouse inspection if damage repair/cleaning 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.
- 4. Cleaning and Damage Charges:
  - I understand and agree that a damage assessment 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.
  - No confetti, silly string or water balloons.
  - ABSOLUTELY no tape on the walls.
  - Brookstone Park Clubhouse Clean-Up Checklist will be used as a basis for damages. I understand that any and all abnormal cleaning cost and damages against my HOA account will be explained. I agree to pay the

- BPHOA 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 BPHOA for such cleaning and/or repairs.
- I agree that all fees, and expenses incurred by the BPHOA 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 BPHOA Declaration and By-Laws.
- I understand that failure to pay cleaning and/or damage fees will cause all user privileges to be suspended until reimbursement is made.
- 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 BPHOA, 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 BPHOA, 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 BPHOA 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 BPHOA 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 BPHOA's Board of Directors, can result in the assessment of damages to my HOA account.
- 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 BPHOA 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.
- I am a paying HOA 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 BPHOA shall have the right to take possession of the club facilities and instruct my guests(s) to leave the property.
- 10. 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.
- 11. I understand that smoking is prohibited on the grounds of all BPHOA facilities. This includes the tennis courts, pool area, club house, and playground area.

- 12. 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.
- 13. I understand that my reservation of the club facilities will not be confirmed nor will this agreement be binding until such time as the BPHOA has executed this agreement.
- 14. 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.
- 15. I have carefully read and understand this form and agree to be bound by its terms.
- 16. I will notify the Board immediately if any equipment is broken.
- 17. Key(s) shall be returned immediately after cleaning up (must be returned the same day) to a prearranged return location made by BPHOA and Homeowner.
- 18. Keys to all Brookstone Park facilities are property of the BPHOA 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.
  - Inside trash containers emptied and trash taken to outside trash bins.
  - All items brought in MUST be removed.
  - All lamps plugged back into outlets, lights turned off.
  - Kitchen cleaned, floor cleaned, refrigerator/freezer cleaned.
  - Outside area free of debris and trash barrels empty.
  - Thermostat set.
  - Keys returned.
  - Bathrooms cleaned
  - Furniture and or pool furniture returned to original location
  - No Clean grills, empty grease pans or water balloons
- 22. ALL FOOD AND SUPPLIES MUST BE REMOVED.

## BY SIGNING BELOW, I AGREE TO ALL THE AFOREMENTIONED STATEMENTS FOR RESERVING THE BROOKSTONE PARK CLUBHOUSE FACILITY.

Fill in the following information and submit a check to the clubhouse. Your date is **NOT** secured until the check is received. Please drop off a non-refundable payment for the usage fee of \$75.00 upstairs and/or \$75.00 downstairs. Please add \$40.00 if bounce house is requested (This will be refunded if weather is not permitting). You must drop a check off within 3 days or the rental

## **Brookstone Park Club Facilities Reservations**

Name		
Address		
Contact Phone Number		
Email		
Date of Event		
Start / End time of Event		
Number of Guests		
Upstairs (\$75)	Downstairs (\$75)	Both (\$150)
Bounce House (add \$40)		
Will alcohol be served? Yes / No		
Brief Description of the Event		
Signature		

BY SIGNING ABOVE, I AGREE TO ALL THE AFOREMENTIONED STATEMENTS FOR RESERVING THE BROOKSTONE PARK CLUBHOUSE FACILITY.