

RESIDENT CLUB Function Request & Reservation Agreement

COMMONS AT ROWE LANE RESIDENT

Today's Date ____/____/____

Property Address _____

Name of Hosting Resident(s) _____

Please check the appropriate box: I am the property Owner I am the tenant on the property

Home Phone (____) _____ Work Phone (____) _____

Cell Phone (____) _____ E-mail Address _____

FUNCTION INFORMATION

Number of proposed attendees _____ *Not to exceed* _____

Proposed date of Function ____/____/____

Start and finish time of Function _____ to _____

Purpose of Function _____

Are you requesting approval to serve alcohol at the Function? Yes No

If yes, please read and complete the "Request To Serve Alcohol" section beginning on page 3.

FUNCTION POLICY / RULES

SECTION 1. Resident Club Requests/Reservation Eligibility: Requests/Reservations will only be considered for "**Residents in good standing**" with the Association. "Residents in good standing" is defined as Residents that:

- a.) Are current with their Association assessments or other fees
- b.) Do not currently have unpaid fines assessed against their account
- c.) Do not currently have any property violations
- d.) Do not have any pending litigation with the Association

NOTE: Residents may reserve the Resident Club for a Function up to four (4) times per calendar year but not more than one (1) time per month. Functions must be for social purposes ONLY – "For Profit" Functions are not allowed.

SECTION 2. Resident Club Availability - Days/Hours: The Resident Club is available for reservations from 5:00AM until 12:00AM (midnight), seven days a week. In general, a Function is not to exceed six (6) hours including setup and cleanup after the Function. Requests for Functions extending beyond the time limit will be reviewed for approval on a case-by-case basis. The Association may, at its' discretion, schedule regular weekly, bi-weekly, monthly, quarterly, semi-annual, annual or any other regular or non-regular scheduled meetings, functions or activities at the Resident Club. The Association also reserves the right to deny any reservation request or cancel any reservations at its' discretion.

SECTION 3. Fee & Deposit(s): A **Reservation Fee of \$50.00** and a **Deposit of \$250.00** is required no later than 24 hours prior to the Function, each in the form of a check. Please make the checks payable to "Commons at Rowe Lane Homeowners Association" and state "*Resident Club Reservation Fee*" in the memo section of the \$50.00 check and "*Resident Club Reservation Deposit*" in the memo section of the \$250.00 check. Upon inspection of the Resident Club by an Association representative after the Function and determination that

the building and grounds have been properly cleaned and no damage or theft has occurred, the deposit will be returned. If the Resident Club has not been properly cleaned and/or damage to the building or other Association property has occurred, or theft has occurred by an individual(s) attending the Function, the amount required to cover the cost of cleaning or/and repairing the Facility to the condition it was in prior to the Function or replacing any missing item(s) will be deducted from the deposit and the balance refunded to the Hosting Resident(s). If the deposit is not sufficient to cover all the costs required to return the Facility to the condition it was in prior to the Function, the Hosting Resident(s) will be assessed the additional amount required and be subject to additional disciplinary action by the Association if deemed warranted. **An additional deposit is required if alcohol is approved to be served at the Function.** Please refer to the "Request for Serving Alcohol" section on page 3 for details.

SECTION 4. Number of Attendees Allowed: Maximum number of persons in the Residents Club shall not exceed _____.

SECTION 5. Function Boundaries: The Function shall be situated/contained within the Resident Club building, including the kitchen and the parking lot **only**. **The Function is NOT allowed to extend to any another Association Facility, including the Pool Facility, etc.** Any Function that violates this rule will cause the forfeiture of the Hosting Resident(s) deposit fee and may result in additional disciplinary action, which may include fines or suspension of member privileges, by the Association.

SECTION 6. Responsibilities of Hosting Resident(s): The Hosting Resident(s) **must be in attendance at all times during the hours the Resident Club is reserved** and will be responsible for the behavior and actions of all persons attending including ensuring that **all Function attendees comply with all the Association's rules and regulations.** **No alcohol** (unless the "Request To Serve Alcohol" portion of this form is completed and approved by the Association prior to the Function), **No smoking or other tobacco products (except for the designated smoking area on the patio outside of the Residents' Club), no pets, etc. are allowed.** The Hosting Resident(s) is also responsible to ensure the noise level of the Function is not a nuisance to any of the surrounding neighborhoods. Complaints about the Function may constitute removal of the offending individual(s) or termination of the Function. **The following items are prohibited:**

- a.) **Alcohol** (unless the "Request To Serve Alcohol" portion of this form is completed and approved by the Association prior to the Function)
- b.) **Smoking or other tobacco products** (inside the Resident Club)
- c.) **Attaching decorations to the walls and doors** (or any other painted surface)
- d.) **Pets**
- e.) **Other items as determined from time to time by the Board**

In addition, the Hosting Resident(s) is responsible for all interior and exterior furnishings and property of the Association that is utilized or exposed to the attendees of the Function. The Hosting Resident(s) is responsible to repair or replace any damaged furniture or other property of the Association that occurs related to the Function. The Hosting Resident(s) is responsible for the setup and break down of tables, chairs or any other moving of furnishings and all required cleaning of the premises and will be done **AT THE RISK** of the Hosting Resident(s) and/or vendors (such as caterers) and any attendees. The Association is **NOT** liable for persons who are injured as a result of moving any furnishings or cleaning the premises. The Hosting Resident(s) is also responsible to meet all the requirements as stated on the "Opening and Closing Procedures" portion of this form beginning on page 5.

SECTION 7. Clean Up: The Hosting Resident(s) will be responsible for cleaning the Resident Club, including the Kitchen and Restrooms and the parking lot to the condition they were in prior to the Function. The Opening and Closing Procedures section of this Request form describes, in detail, the areas to be cleaned and where to set up and/or store the folding tables and chairs. If the Resident Club is not cleaned to the condition it was in prior to the Function, the Association will subtract the amount necessary to properly clean all areas utilized for the Function from the \$250.00 deposit check. If the Association incurs expenses above the \$250.00 deposit for

extensive cleaning, to repair damaged, broken or stolen Association property, or for any other expense incurred as a result of the use of the Resident Club during the Function, the Association will accomplish the cleaning, repairs or replacement of property and assess the additional required amount to the hosting Resident(s), which will be required to be paid within thirty (30) days of receipt of the notice of charges. If the amount is not paid within thirty (30) days of receipt of the notice charges the Association may file a lien against the Resident's property.

REQUEST TO SERVE ALCOHOL

Hosting Resident(s) requesting to serve alcohol at the Function must submit a **\$500.00** deposit no later than 24 hours prior to the Function, IN ADDITION to the **\$250.00** deposit required as stated on page 1, and secure the services of an off-duty law enforcement officer or other similar authority for a minimum of the last four (4) hours of the Function. No alcoholic beverages are to be served to a minor. Please verify the following requirements have been met by initialing in front of each item:

- _____ I have included the required additional \$500 Alcohol Request deposit in the form of a check with "Alcohol Request" written in memo section with this form.
- _____ I have secured the services of an off-duty law enforcement officer or other similar authority for a minimum of the last four (4) hours of the Function.

As stated in SECTION 6 on page 2, the Hosting Resident(s) will be responsible for the behavior and actions of all persons attending. This includes ensuring that all Function attendees comply with all the Association's rules and regulations. The Hosting Resident(s) acknowledge and agree to be financially responsible for all costs/expenses incurred as a result of serving alcohol including, but not limited to, cleaning, property damage and/or theft.

I have read and agree that I, the Hosting Resident(s), am responsible for any and all costs / expenses for cleaning, damaged property or theft caused by any of my guests, attendees, vendors, contractors, etc., as a result of my serving alcohol at my Function. I also understand that I am financially responsible for any additional fines and/or penalties levied and any other restitution as required by the Commons at Rowe Lane Community Association as a result of any damaged or stolen Association property. I HEREBY RELEASE, ON BEHALF OF MYSELF AND ON BEHALF OF MY GUESTS, ATTENDEES, VENDORS, CONTRACTORS, HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, THE ASSOCIATION, AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM LIABILITY FOR ANY CLAIMS WITH RESPECT TO THE FACILITIES OR THE PROPERTY.

_____ Hosting Resident(s) Signature _____ Hosting Resident(s) Name *(Please Print Legibly)* _____ Date

PLEASE COMPLETE, SIGN & TURN IN PAGES 1-3 TO OFFICE AT LEAST 24 HOURS BEFORE FUNCTION

I have read and agree that I am responsible for ensuring that my guests, attendees, vendors, contractors, etc., will abide by ALL rules, terms and conditions stated on this Function Request form and in the Community Handbook. I also understand that I am responsible for any fines and/or penalties levied as a result of inadequate cleaning of the Residents Club, parking lots and any Association Common Area property affected by my Function, including any damage, stolen property or behavioral violations by any individual(s) attending my Function. I HEREBY RELEASE, ON BEHALF OF MYSELF AND ON BEHALF OF MY GUESTS, ATTENDEES, VENDORS, CONTRACTORS, HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, THE ASSOCIATION, AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM LIABILITY FOR ANY CLAIMS WITH RESPECT TO THE FACILITIES OR THE PROPERTY.

_____ Hosting Resident(s) Signature _____ Hosting Resident(s) Name *(Please Print Legibly)* _____ Date

CLEANING AND CLOSING PROCEDURES

In order to receive a full refund of your cleaning deposit you must complete all of the following Cleaning and Closing Procedures. Cleaning tools and supplies are located in the table storage closet next to the refrigerator in the kitchen. Please check off each item after completion.

1. Cleaning

- Wipe down all tables, chairs and other furnishings used during Function
- Pick-up all trash, including in kitchen and bathrooms
- Pick-up all trash (cigarette butts, paper, decorations, etc.) in parking lot and around building
- Wipe down bathrooms (if necessary)
- Sweep vinyl and tile flooring
- Mop vinyl and tile flooring (if necessary)
- Vacuum carpet
- Clean kitchen counter and sink
- Empty all trash containers and put bags in outdoor trash dumpster
- Put new trash bags in indoor trash containers

2. Closing

- Arrange furniture to original placement prior to function
- Turn off all electronic systems (TV, DVD player, tuner, CD player etc.)
- Lock all exterior doors except front entry doors
- Turn off all lights except front entry Foyer lights