

## **Emerald Bay HOA Clubhouse Rental Policy and Contract**

This document serves as the Clubhouse Rental Policy and Contract for use of the Emerald Bay Homeowners' Association (EBHOA) Clubhouse. The information contained herein provides guidelines and restrictions for use of the Clubhouse by Member homeowners. The purpose of this policy is to help ensure that the Clubhouse remains clean and in good repair while being a benefit to all Members of the Emerald Bay Homeowners Association who choose to use it.

**Each Member should take "ownership" of the Clubhouse i.e. see that guidelines and restrictions are to be followed at all times. The Clubhouse is here for the enjoyment of all EBHOA Members, their families and their guests. We should work together to have a safe and enjoyable Clubhouse and neighborhood.**

### **Eligibility for Member Use of the Clubhouse:**

Eligibility is restricted to members of EBHOA in Good Standing.

1. "Members of EBHOA" are those individuals who rightfully own property within the Emerald Bay, Emerald Pointe, Patten Place, Emerald Lake, or Brooke Stone neighborhoods. Individuals who currently own and reside in a dwelling within the aforementioned neighborhoods are considered "residents". Non-resident property owners are also Members of EBHOA.
2. Member in "Good standing" is defined as a Member who is current with all homeowners' association dues and assessments, or has a Board-approved payment plan and is current with such plan.

### **Guidelines and Restrictions Relating to Use of the Clubhouse:**

1. The Clubhouse is available for rental only by Members of EBHOA in "Good Standing." Reservations can be made on a first-come, first-served basis.
2. Reservation request can be made by submitting the reservation request form provided on the EBHOA website, ebhoa.org, to the EBHOA webmaster by email (preferred), by phone, or by regular US Postal Service mail.
3. A reservation request, once made, will be held reserved for ten (10) days pending payment of the rental fee and deposit and receipt of the signed Rental Contract. If at the end of ten days these have not been received, the reservation will be cancelled and the requested date again made available to other members of the EBHOA.
4. The security deposit will be returned after the event, provided that the Clubhouse is left in the same condition as it was at the day of rental (that is, clean and undamaged) as per your signed Clubhouse Rental Contract.
5. Third-party checks may not be used for rental fee or security deposit.
6. As renter of the Clubhouse, you are responsible for any damages caused by you or your guests.
7. As renter of the Clubhouse, you are responsible for the conduct of your guests while they are in the Clubhouse or on any common property of the Emerald Bay Homeowners Association.
8. In the event of damage to the Clubhouse, or any other part of the property, you will be responsible for the total costs of repair. Your security deposit will cover the first portion of the total costs of repairs and you will be assessed any remaining portion..
9. Rental of the Clubhouse provides exclusive access to and use of the Clubhouse only.
10. As the renter of the Clubhouse, you must be present at the event at all times. You cannot rent the clubhouse for an event on behalf of any outside organization.
11. At no time should the Clubhouse doors or windows be left unlocked without the renter present.
12. Events involving minors must be supervised by an appropriate number of adults.
13. No smoking is allowed inside the Clubhouse. The entire EBHOA property is maintained as a smoke-free environment. No Smoking is allowed.
14. Decorations appropriate to the event are permitted. However, no attachments may be made to the walls or other appurtenances that could potentially cause damage during the event or when removed. All such decorations must be removed after the event, along with any residue from attachments.
15. No pets or animals are allowed inside the Clubhouse at any time except for service animals.
16. Wearing of wet bathing suits inside the Clubhouse is not allowed.
17. It is recommended that the back door of Clubhouse to the Pool Area be kept Locked. Entry to the Pool Area would then need to be made through the Pool Gate. Any guest going to the Pool Area must be accompanied by a Member and all requirements of the Swimming Pool Policy and Usage Agreement must be met.

**Emerald Bay HOA Clubhouse Rental Policy and Contract**

18. Video surveillance cameras are in use in the clubhouse and around the exterior of the clubhouse/pool area. Recorded video will only be used to investigate security and safety concerns. Tampering with cameras will result in the loss of deposit and possibly clubhouse privileges.

***Please Print this Contact, Sign the Contract as indicated, and Return the Signed Contract, in its entirety, along with your Checks for the Rental Fee and Security Deposit to the Clubhouse Coordinator***

**Contract for Rental of EBHOA Clubhouse:**

**I/We, the undersigned, as EBHOA Members understand and hereby agree to all of the above stated Eligibility for Member Use of the Clubhouse, Guidelines and Restrictions Relating to Use of the Clubhouse. I/We further agree to take responsibility for the actions of members of my/our immediate family, and of all of my/our guests. I/We agree to be bound to, and abide by, this Emerald Bay Homeowners Association Clubhouse Rental Policy and Rental Contract, including Rental Instructions and Checklist described on the attached Appendix A, attached hereto and made a part of this contract.**

**This Contract is dated \_\_\_\_\_ 20\_\_\_\_\_**

**For: EBHOA Member(s)**

Property Address \_\_\_\_\_ Soddy Daisy, TN 37379

Printed Name of Member \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of Member \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**For: EBHOA**

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_