

EMERALD BAY CLUBHOUSE RENTAL AGREEMENT

Effective February 15, 2022

A. Reservations and Use:

1. Reservations to rent the clubhouse can be made by any Member of the EBHOA who is in good standing and current in the payment of their dues, fees and assessments. Non-members of EBHOA are not allowed to rent the clubhouse; it is paid for and for use by members only.
2. Reservations can be made over the internet by going to www.ebhoa.org and clicking on the *Calendar & Clubhouse Rental* link. Check the calendar to see if the day you desire is available. If so, click on *E-mail Rental Reservation Request Form*, provide and send the information. The *Clubhouse Coordinator* will confirm the date requested and post it (pending status) on the calendar. Your reservation request will be held for ten (10) days pending receipt of full payment of the rental fee and deposit. If receipt of the full payment has not been received by the end of ten (10) days, your reservation will be canceled.
3. Fees; two separate checks, each made out to EBHOA, are required to hold your reservation: \$350.00 is a security deposit; \$100.00 per day, is the rental fee. **The \$350.00 Damage/Cleaning deposit check will be returned if the final inspection indicates that all the conditions are met concerning the Clubhouse Rental Rules, Regulations and Rental Checklist; otherwise, that amount will be retained to pay for any damages and/or proper cleaning. Homeowner is responsible for any damage to the Clubhouse, its contents and other common areas resulting from the sponsored functions, and in the event the cost of any damage repair or breakage exceeds the amount of the Damage/Cleaning Deposit, the Homeowner agrees to pay the Homeowners Association within five (5) business days of delivery of invoice. IMPORTANT: Both checks must be from the person making the rental reservation; NO THIRD-PARTY CHECKS ARE ALLOWED.**

B. Reserving Homeowner Responsibilities;

1. The Homeowner will sign the Clubhouse Rental Rules, Regulations & Rental Agreement on the day of the pre-rental premise inspection.
2. **The Homeowner agrees to be present at all times during the sponsored function.**
3. The Homeowner is responsible for the conduct and safety of their guests.
4. Homeowner is responsible for any damage to the Clubhouse, its contents and other common areas resulting from the sponsored functions, and in the event the cost of any damage repair or breakage exceeds the amount of the Damage/Cleaning Deposit, the Homeowner agrees to pay the Homeowners Association within five (5) business days of delivery of invoice.

C. Use Restrictions

1. Rental of the Clubhouse provides exclusive access to and use of the **Clubhouse only (Pool use is governed by the EBHOA Swimming Pool Policy and Usage Agreement.)**
2. As renter of the Clubhouse, you are responsible for any damages caused by you or your guests.
3. 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
4. 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.
5. At no time should the Clubhouse doors or windows be left unlocked without the renter present.
6. Events involving minors must be supervised by an appropriate number of adults.
7. Smoking is not permitted in the clubhouse, pool area or on the clubhouse grounds. **The EBHOA property is maintained as a smoke-free environment. NO SMOKING IS ALLOWED**
8. Decorations appropriate to the event are permitted. However, no decorations may be attached to the walls, ceilings or other appurtenances that could potentially cause damage.
9. No pets or animals are allowed inside the Clubhouse at any time except for service animals.

10. Wearing of wet bathing suits inside the Clubhouse is not allowed
11. Member households must limit the number of guests to six (6) individuals, or one family unit, within the gated pool area. (Pool use is governed by the EBHOA Pool Policy and Usage Agreement).
12. Backdoors are to be kept locked. Entrance to the pool would be made through the pool gate (Pool use is governed by the EBHOA Pool Policy and Usage Agreement).
13. Do not allow the pool gate to be left open while using the pool. Doing so could result in loss of pool privileges and having your pool fob disabled.
- 14. Video/Audio 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 clubhouse privileges.**

D. Clubhouse Condition:

1. The Clubhouse must be left in the same clean and orderly condition as at the time of possession.
2. Inside bathrooms including sinks, toilets, and floors shall be cleaned and left in the same condition as at the time of possession. **DO NOT FLUSH ANY FOREIGN ITEMS DOWN THE TOILETS other than toilet paper. (wipes, paper towels, napkins, sanitary napkins, etc.. are not allowed)**
3. Kitchen counters, sink, oven stove top, stove top eyes, microwave, refrigerator and cupboards shall be cleaned and left in the same condition as at the time of possession. The sink does not have a garbage disposal (**DO NOT FORCE FOOD DOWN THE SINK DRAIN**)
4. Floors shall be swept/vacuumed and wet mopped as needed. Floors shall be cleaned and left in the same condition as at the time of possession.
5. Trash cans are to be emptied and trash placed in the curbside dumpsters. Liners in inside trash cans shall be replaced.
6. All food shall be removed from refrigerator, cupboards and counters.
7. Inside and outside rugs are to be swept/vacuumed and left in the same condition as at the time of possession.
8. Outside front porch shall be swept and cleaned of spills and left in the same condition as at the time of possession.
9. Tables and chairs shall be cleaned and returned to storage racks.
10. Do not remove, move or unplug AV equipment. Return keyboard and remote control to mantel.
11. The thermostat shall be returned to winter or summer settings before leaving: 60 degrees in winter, 80 degrees in the summer.
12. **BACKDOORS ARE TO BE KEPT LOCKED.** Entrance to the pool would be made through the pool gate.
13. All lights shall be turned off when closing up, except front porch lights.

E. Damage Deposit Forfeiture:

1. The Damage/Cleaning Deposit will be forfeited for, but not limited to, any of the following:
 - a. Damages to the Clubhouse, its contents, the Pool area and/or the Clubhouse grounds.
 - b. Evidence of smoking in and around the Clubhouse, Pool area and Clubhouse grounds.
 - c. Failure of the Homeowner to be present during the entire sponsored event.
 - d. Failure to remove all trash, catering and party supplies from the Clubhouse.
 - e. Paint removed from walls due to decorations.
 - f. Altering the Video/Audio surveillance cameras.
 - g. Altering the AV equipment
 - h. Failure to follow/complete EBHOA Clean-Up Checklist.**

Homeowner Signature: _____

Date: _____

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Homeowner: _____ Date: _____

Home Address: _____ Phone: _____

Date of Event: _____ E-mail address: _____

Event Time: From: _____ To: _____ Number of Adults: _____ Number of Children: _____

Type of Event: _____

- 1) Homeowner must be in good standing with the Emerald Bay Homeowners Association and current in the payment of all dues, assessments and other charges at the time of reservation and on the Event date.
- 2) It is understood and agreed that the Emerald Bay Clubhouse may be reserved exclusively by Emerald Bay Homeowners for their own private functions/events. Private functions/events are defined as gatherings of friends and/or family of the Homeowner at the invitation of the Homeowner; and other social gatherings that the Homeowner assumes the obligation to plan and host. The Homeowner reserving the Clubhouse must be directly responsible for all arrangements for the planned function, including opening and closing the Clubhouse, and agrees to be present at all times during the function.
- 3) A Damage/Cleaning Deposit in the amount of \$350.00 is required to reserve the Clubhouse and is due within ten (10) days of the reservation. Paid by a separate check, to be made out to EBHOA. Third-party checks will not be accepted. Checks must be from the Homeowner making the rental reservation.
- 4) Clubhouse Rental Fee is \$100.00 per day. It is required to reserve the Clubhouse and is due within ten (10) days of the reservation. Paid by a separate check, to be made out to EBHOA. Third-party checks will not be accepted. Checks must be from the Homeowner making the rental reservation.
- 5) The cost of any exceptional clean-up and/or damage repair will be the responsibility of the Homeowner. Any costs incurred by the Homeowner, as a result of the Event, in excess of the \$350.00 damage/cleaning deposit, will be paid to the Homeowners Association within five (5) days of delivery of invoice to Homeowner.
- 6) The penalty for misrepresentation of the Agreement or failure to abide by the terms of the Agreement will result in a loss of Clubhouse reservation privileges by the Homeowner for a period of twelve months from the Event date.

I have read the above, understand my responsibilities, and agree to the foregoing terms and conditions and agree to abide by the Clubhouse Rental Rules and Regulations and Clubhouse Rental Checklist incorporated herein as part of the Agreement.

Signed: _____ Signed: _____

Homeowner

EBHOA Clubhouse Coordinator

Deposit Received \$ _____ Amount refunded/forfeited \$ _____