

The Highlands Homeowners Association, Inc.

Clubhouse Reservation Agreement

Reservation Instructions

PLAN

- Review the Clubhouse Reservation Agreement, including all terms, conditions, rules and fees prior to reserving the Clubhouse. The Clubhouse Reservation Agreement can be found on the Highland's website at <https://www.thehighlandsatparkbridge.com/>. The **Clubhouse** documents can be found under either the Documents or Amenities sections of the website.
- Email hihoClubhouse@gmail.com with the date you would like to reserve the Clubhouse. A Clubhouse Committee member should respond within 48 hours to confirm the Clubhouse availability and temporary hold for the date requested.

BOOK

- Download and complete the Clubhouse Reservation Agreement, including all Attestations and the Pool Use Addendum (if necessary).
- **Within 48 hours** of receiving confirmation of the temporary hold for your event, drop off the completed Clubhouse Reservation Agreement, Pool Use Addendum (if necessary) and checks for the rental fee and cleaning fee (check 1) and security deposit (check 2) to the Clubhouse Committee member that confirmed your reservation. Clubhouse Committee member addresses can be found in the Clubhouse Reservation Agreement and on the Highland's website.

USE & ENJOY

- Contact the Clubhouse Committee via email the week before your event to coordinate a date/time to complete the pre-event walkthrough and schedule the post-event walkthrough.
- The Clubhouse Committee will provide Resident access to the Clubhouse on the day of the Clubhouse rental through the Brivo security system app.
- Enjoy your event at the Clubhouse! Please keep in mind that it is your responsibility to ensure that all guest follow the terms, conditions and usage rules of the Clubhouse.
- Meet with a Clubhouse Committee member at agreed upon time to complete the post-event walkthrough.
- Resident access to the Clubhouse will automatically terminate at the post-event walkthrough or 11:59pm the day of the event – whichever comes first.

CLUBHOUSE COMMITTEE INFORMATION

Email Address	hihoClubhouse@gmail.com
Rajesh Joshi	5050 Tahoe Pines Way
Julie Cefaratti	2016 Breckenridge Lane

The Highlands Homeowners Association, Inc.
Clubhouse Reservation Agreement
Reservation Details

HOMEOWNER INFORMATION

Homeowner Name: _____

Homeowner Address: _____

Phone (Mobile): _____ Phone (Other): _____

Homeowner Email: _____

TENANT INFORMATION (IF APPLICABLE)

Tenant Name: _____

Phone (Mobile): _____ Phone (Other): _____

Tenant Email: _____

RESERVATION DETAILS

Today's Date: _____ Reservation Date: _____

Event Description: _____

Reservation Time: _____ until _____ (Including Setup & Cleanup)

Event Time: _____ until _____ (Needed for Brivo Door Control)

Anticipated # of Guests: _____ (Maximum 75)

During Summer Pool Season: ☐ Yes ☐ No

NOTE: If "Yes", signed Pool Use Addendum MUST accompany this Agreement

RESERVATION FEES

Two checks payable to Highlands HOA are required for all Clubhouse reservations as follows:

Check 1 - \$350 Clubhouse Reservation & Cleaning Fee (Deposited Upon Receipt of Reservation Agreement)

Check 2 - \$500 Clubhouse Security Deposit (Deposited Three (3) Days Prior to Event Date)

Note 1: Residents who wish to access the Clubhouse the day prior to their scheduled event must reserve the clubhouse for an additional day and reservation fee of \$200. No additional cleaning fee will be assessed.

Note 2: Additional lifeguard fees per Pool Use Addendum are not included in the above fees and are payable directly to the pool management company.

The Highlands Homeowners Association, Inc.
Clubhouse Reservation Agreement
Homeowner Attestations

ATTESTATIONS

The ability to hold private events in the Highlands at Park Bridge Clubhouse is a privilege that is extended to Homeowners in good standing with the HOA. The tenants of Homeowners in good standing may also reserve the clubhouse. "Good Standing" means the Homeowner has no ongoing violations or outstanding assessments or fines owed to the Highlands Homeowners Association, Inc. (The Association). In reserving the Highlands at Park Bridge Clubhouse, you are agreeing to the following (initialize next to each number):

- _____ 1. I attest that the account for the above referenced property is in good standing with The Association. I further understand that if the account is not in Good Standing with The Association or become in arrears to The Association prior to the scheduled date of my reservation, that my right to reserve or hold an event in the Clubhouse is forfeited and my reservation will be canceled. I further understand that if I am currently in violation of any community rule or covenant that I cannot reserve the Clubhouse.
- _____ 2. I attest that I am the host of this event and that I am not reserving the Clubhouse for or on behalf of a non-resident to host an event. If there is a question about the appropriate use of the Clubhouse, I will discuss it with the Clubhouse Committee who, if necessary, will obtain a resolution from the Highlands at Park Bridge Board of Directors.
- _____ 3. I attest that as the host of this event, I will be present for all phases of this event including event set-up, event duration, and event clean-up.
- _____ 4. I understand that the Highlands at Park Bridge Clubhouse is intended for personal social functions for Highlands at Park Bridge residents and that the HOA does not permit the use of the facilities for an event that sells commercial goods or services, directly or indirectly.
- _____ 5. I attest that I am at least 21 (twenty-one) years of age. I agree and represent that the Clubhouse will be used for lawful purposes only and that if any conduct at the event I am sponsoring violates federal, state, local laws or ordinances or violates The Association's Declaration, By-Laws or Clubhouse Terms, Conditions and Usage Rules, my rights to use the Clubhouse under this Agreement shall terminate and The Association shall have the right to take possession of the Clubhouse and instruct my guests to leave.
- _____ 6. I understand that I assume all responsibility, risks, liabilities and hazards resulting from my personal use of the of the Clubhouse under this Agreement and hereby release and forever discharge the Association its officers, directors, employees, agents and members present, past, and future, from any and all claims, costs, causes of action, and liability for personal injury or death and damage to or destruction of property arising from my use of the Clubhouse and its appurtenances.
- _____ 7. I agree to indemnify and hold harmless the Association, its officers, directors, employees, agents, and members, present, past, and future, from any and all charges, claims, costs, causes of action, damages and liabilities (including but not limited to attorneys fees) for any and all injuries to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees, any member of the Association or any other person which arise from or are in any way related to the above activity, rental or use of the Clubhouse.
- _____ 8. I attest that I have carefully read and understand all the Clubhouse Terms, Conditions and Usage Rules and I agree to be bound by those Terms, Conditions and Usage Rules. This includes the Pre-Event/Post-Event Checklist.

Homeowner Signature (Required)

Date

Tenant Signature (If Applicable)

Date

The Highlands Homeowners Association, Inc.
Clubhouse Reservation Agreement
Terms, Conditions and Usage Rules

TERMS, CONDITIONS AND USAGE RULES

Reservation Terms and Conditions

- 1) The Clubhouse may be reserved by any Homeowner in good standing or tenant of a Homeowner in good standing. "Good Standing" means the Homeowner has no ongoing violations or outstanding assessments or fines owed to the Highlands Homeowners Association, Inc. (The Association). For purposes of this Agreement, both Homeowners and Tenants of Homeowners will heretofore be referred to as Resident(s).
- 2) Clubhouse usage and reservations are limited to social events for Residents and their guests, and/or meetings that are specific to neighborhood committees. Only HOA sanctioned committees operating within the subdivision will be allowed to have standing recurring meetings. No fee or security deposit will be charged to The Highlands at Park Bridge committees for Clubhouse use for planning and/or events as long as the usage is in line with committee tasks and there are no previously scheduled events or resulting damages.
- 3) No commercial activities are permitted. The Clubhouse is to be used for social purposes only and not for any activity which would yield personal monetary gain. Trade show events and meetings for external vendors or organizations are prohibited unless deemed by the Clubhouse Committee or HOA Board to be for the benefit of all homeowners. No one using the Clubhouse may charge fees for admission and/or food/refreshments.
- 4) The Resident renting the Clubhouse must be twenty-one (21) years of age or older and must be present for the duration of the event.
- 5) Reservations may not be made less than forty-eight (48) hours before desired use date or more than twelve (12) months in advance of desired use date.
- 6) The Clubhouse is available for one reservation per day. Clubhouse usage hours are from 9:00am to 11:59pm. These times include the time needed for setup before and cleanup after an event. Events starting earlier than 9:00am, must be approved in advance by the Clubhouse Committee. The Clubhouse must be cleaned and vacated no later than 11:59pm.
- 7) The maximum number of attendees for all Clubhouse events is seventy-five (75).
- 8) Residents are limited to two reservations per household at any given time.
- 9) Reservations will be tentatively held for a period of forty-eight (48) hours following confirmation of Clubhouse availability at which time the Resident shall complete, sign and submit the Clubhouse Reservation Agreement along with all applicable fees to the Clubhouse Committee. If the Clubhouse Reservation Agreement and applicable fees are not received within forty-eight (48) hours of the tentative confirmation, the Clubhouse Committee reserves the right to cancel the reservation.
- 10) Reservation fee amounts are set by the HOA Board of Directors as follows:
 - a. Clubhouse Reservation & Cleaning Fee: \$350 (Deposited Upon Receipt of Reservation Agreement)
 - b. Security Deposit: \$500 (Deposited Three (3) Days Prior to Event Date)
- 11) Resident understands use of the Clubhouse beyond the agreed upon time limits for which the clubhouse has been reserved, will constitute a breach of this Reservation Agreement and will result in the forfeiture of the security deposit.
- 12) Residents who wish to access the Clubhouse the day prior to their scheduled event must reserve the clubhouse for an additional day and Reservation Fee of \$200. No additional cleaning fee will be assessed.
- 13) Resident understands that this Agreement can be canceled seven (7) days prior to the reservation date without any penalty except for the following dates: April 15-June 15 and November 15-January 1. During these dates, cancellations must be made three (3) weeks prior to the reservation date to not incur a penalty. If cancellations are made in less than these specified timeframes, the Resident will forfeit half of the Reservation & Cleaning Fee, but the Security Deposit will be returned.

The Highlands Homeowners Association, Inc.
Clubhouse Reservation Agreement
Terms, Conditions and Usage Rules

TERMS, CONDITIONS AND USAGE RULES

Terms, Conditions and Usage Rules

- 14) The Clubhouse, the surrounding premises and parking lot will be inspected by the Clubhouse Committee and Resident prior to and after each event.
- 15) The Cleaning fee is included with the Reservation fee and is mandatory for all Clubhouse reservations and covers extended cleaning upon conclusion of Clubhouse events. The cleaning fee does not exempt the Homeowner from completion of items on the Pre & Post Event Checklist.
- 16) In the event there are any damages, repairs and/or replacement costs that occur during the use of the Clubhouse under this Agreement, the Resident reserving the Clubhouse (whether a Homeowner or a Tenant) shall be held responsible. If repair and/or replacement costs exceed the security deposit, the Resident is responsible for all additional costs. If the Resident is a Tenant, both the Tenant and the Homeowner may be held liable for such costs. The Association reserves the right to charge any such amounts to the Homeowner's account as a specific assessment in accordance with Article IV, Section 4.05 of the Declaration if not paid promptly.
- 17) The Clubhouse may only be used for lawful purposes only and if any conduct at the event the Resident is hosting violates federal, state, local laws or ordinances or violates The Association's Declaration, By-Laws or Clubhouse rules and regulations, the Resident's right to use the Clubhouse under this Agreement is forfeit and the Clubhouse Committee or the HOA Board of Directors shall have the right to take possession of the Clubhouse and instruct all guests to leave.
- 18) Gambling and illegal substances are prohibited and will be reported to the police if discovered or suspected on the premises.
- 19) All non-resident guest(s) must be accompanied by a Highlands at Park Bridge Resident inside of the clubhouse.
- 20) Resident understands that when reserving the clubhouse, there is no guarantee that electronics/appliances will be available or in good working condition. If Resident finds an appliance/electronic is not working, they will report it to the Clubhouse Committee.
- 21) The parking lot is to be used for parking only and parking spaces may not be blocked off.
- 22) The use of a food truck, smoker, etc., in the parking lot must be preapproved by the Clubhouse Committee and the HOA Board prior to Resident's reservation and usage of the Clubhouse.
- 23) For health and safety reasons, NO GRILLING/DEEP FRYING is permitted on the Clubhouse decks - upper, lower, front and back – or in and around the pool area.
- 24) The use of inflatables is limited to the grassy area immediately to the right of the Clubhouse front entrance.
- 25) Bands or DJs hired for a private function must set up and perform inside of the Clubhouse.
- 26) Smoking is not permitted in the Clubhouse or the surrounding premises at any time by Residents or their guests.
- 27) No pets are permitted in the clubhouse.
- 28) No skateboards, bicycles or other vehicles are allowed inside the clubhouse.
- 29) No use of glitter, confetti, bird seed, uncooked rice, silly string, or other such festive items in the Clubhouse and/or the surrounding premises.
- 30) Nothing shall be affixed to the doors, windows, walls or trim inside and outside of the Clubhouse. Resident agrees to ***NOT*** use staples, tape, nails, pushpins or tacks when decorating. All decorations (ballons, banners, flyers, etc.) **MUST** be removed from the Clubhouse upon completion of the event.

The Highlands Homeowners Association, Inc.
Clubhouse Reservation Agreement
Terms, Conditions and Usage Rules

TERMS, CONDITIONS AND USAGE RULES

Terms, Conditions and Usage Rules Continued

- 31) No open flames are permitted in the Clubhouse or the surrounding premises at any time by Residents or their guests. The only exception is limited use of birthday cake candles and canned heat (Sterno) food warmers.
- 32) No cooking is allowed. The stove, oven and microwave are for warming only.
- 33) Fog machines are strictly prohibited from being used inside of the Clubhouse and the surrounding premises.
- 34) If furniture is moved it MUST be returned to its original location. Rugs should not be moved.
- 35) Nothing of value should be left unattended in the Clubhouse before, during or after an event.
- 36) No wet swimsuits are allowed in the Clubhouse at any time.
- 37) Pool usage during Clubhouse events is only available during Summer Pool Season and is subject to the rules and guidelines set forth in the Pool Use Addendum.
- 38) The Pool Use Addendum MUST be signed and acknowledged for all rentals occurring during Summer Pool Season.
- 39) VIOLATION OF ANY OF THE ABOVE Terms, Conditions and Usage Rules is a breach of this Agreement and Resident will forfeit the security deposit.
- 40) Resident failure to comply with the Pre & Post Event Checklist will result in forfeiture of the security deposit.
- 41) The security deposit will be refunded to the Resident immediately following the Post-Event Walkthrough provided that:
 - a) The Resident and The Clubhouse Committee have completed the Pre- & Post-Event Checklist;
 - b) No damage or loss has occurred; and
 - c) All Terms, Conditions, and Usage Rules outlined in this Agreement have been followed

Terms, Conditions and Usage Rules: Age Restrictions and Alcohol Policies

- 42) Adult chaperones are required to be present at all events where guests are under the age of twenty-one (21).
- 43) Alcohol may not be left unattended in the Clubhouse before, during or after an event.
- 44) No alcoholic beverages may be served to or consumed by guests under the age of twenty-one (21) anywhere on the premises. If alcoholic beverages are being served, Resident is responsible for ensuring that persons younger than twenty-one (21) years of age are not served.
- 45) Usage of the upstairs loft and adjoining exterior deck is permitted for attendees eighteen (18) years of age or older. Attendees under eighteen (18) years of age must be accompanied in the loft and/or upstairs exterior deck by a parent or legal guardian.

Terms, Conditions and Usage Rules: Brivo Door Access

- 46) Resident access to the Clubhouse will be restricted to the hours set forth in this Agreement or will automatically terminate at the post-event walkthrough – whichever comes first.
- 47) The Brivo System will be managed by the Clubhouse Committee as follows:
 - a) Set-Up and Clean-Up Periods – All Clubhouse doors will remain locked; however, the Resident will have access through the Brivo App during the times specified in this Agreement.
 - b) Event Period – All Clubhouse doors will remain unlocked, allowing the Resident's guests unrestricted access during the event time specified in this Agreement.
- 48) It is the Resident's responsibility to notify the Clubhouse Committee immediately if the premises will be vacated prior to the event end time specified in this Agreement. This ensures the Brivo System can be updated to secure all Clubhouse doors. The Resident shall be held responsible for any loss or damage resulting from failure to provide such notification.

The Highlands Homeowners Association, Inc.

Clubhouse Reservation Agreement

Pre-Event and Post-Event Checklist

Thank you for holding your event at the Highlands at Park Bridge Clubhouse. On behalf of the Highlands HOA and the Clubhouse Committee we hope you enjoy using the Clubhouse. To ensure all Residents can enjoy the Clubhouse for future events please review and complete the following checklist. This form is required ***BOTH PRIOR TO AND UPON COMPLETION*** of your event and will facilitate the return of your security deposit in a timely manner. All cleaning and extra supplies can be found under the sink or in the closet underneath the stairs.

Pre-Event	Item to Complete / Assess	Post-Event
	Counter tops, tables, and chair seats wiped clean.	
	Floors swept.	
	Furniture returned to original position.	
	All trash picked up and removed from inside the Clubhouse AND the surrounding premises. Dispose of trash inside the dumpster in the parking lot. The key to the dumpster is in the closet underneath the stairs.	
	Remove all items from refrigerator, freezer, stove, oven and microwave. Verify no food spills in the microwave or the oven.	
	Any glassware or dishware belonging to the clubhouse used during the event should be put in the dishwasher and the dishwasher should be started prior to departing from the Clubhouse.	
	Turn off all lights and set thermostat as follows: Summer – air conditioning, 75 degrees; Winter – heat, 65 degrees. DO NOT TURN OFF THE CEILING FAN IN SUMMER!	
	Remove all decorations and personal property. Check all cabinets/closets prior to departing the Clubhouse. Items left in the clubhouse will become property of the HOA.	
	Close and lock all windows.	
	No evidence of prohibited items such as glitter, confetti, bird seed, uncooked rice, silly string, etc.	
	Interior and exterior walls, doors, windows and trim free from damage.	
	Furniture and clubhouse decor free from damage.	
	No evidence of violation of the Clubhouse Terms, Conditions & Usage Rules.	

Notes:

Check in Date & Time: _____

Highlands Resident Signature _____

Check out Date & Time: _____

Highlands Resident Signature _____

Clubhouse Committee Member Signature _____

Clubhouse Committee Member Signature _____