

FOXWOOD HOMEOWNERS' ASSOCIATION: Clubhouse Usage and Rental Agreement

Please allow at least 2 weeks to process the application.

Agreement is hereby made between the **Foxwood Homeowners' Association** (hereinafter referred to as **FWHO**)

and _____ (homeowner/renter/lessee hereinafter referred to as

the **Renter**) residing at _____ for rental/use of the clubhouse on

_____ (day of the week), _____ (date: month, day, year)

from* _____ (hour) AM / PM until _____ (hour) AM / PM. *actual hours of the event .

Your event needs to end by 10:00 PM so that the facilities may be cleaned and vacated by 11:00 PM.

Renter Contact Information:

Name or resident/renter/lessee: _____

Home Phone: _____ Cell Phone: _____

e-Mail: _____

Conditions for Rental/Use:

- Renter **must be a resident in good standing** of the Foxwood Subdivision, Sections 1, 2, 3, or 4 (original section).
- All **residential fees must be paid** and up to date before the application can be processed.
- The **Renter and his/her guests must adhere to all rules** set by the FWHO Board of Directors.
 - Failure to observe the rules can result in the event being closed down.
 - Failure to adhere to the rules may jeopardize any future opportunity for using the clubhouse.
 - The Renter must be present throughout the entire event.

Fees: the following fees are to be submitted with the completed application.

- **Rental Fee and Cleaning Deposit:** One money order in the amount of **\$150.00** made out to "Foxwood HOA".
 - This will be deposited immediately
 - The rental fee of \$50.00 is the charge for using the-clubhouse and is non-refundable.
 - The remaining \$100.00 is the cleaning fee.
 - The HOA representative will inspect the clubhouse within 24 hours after receiving the keys.
 - The condition of the premises will be reported to CMS and, based on the reported condition of the clubhouse, a **refund** will be **mailed to you in the form of check** from Consolidated Management Services on behalf of FWHO.
 - **Should any issues need attention** upon inspection by the FWHO representative (cleaning, maintenance, damages, or other issues) they will be taken care of and reported. This may result in *only part* of your cleaning deposit being refunded to you. The determination will be decided between the FWHO Board and CMS.

Please allow 2 weeks for this refund to be processed.

Signature of Renter: _____

Please sign and Print

Conditions and Rules: *Please initial each statement.*

- It is the responsibility of the Renter to **keep the pool gate locked** during the event and while setting up and cleaning.

- **No drugs or alcohol are allowed** anywhere on the premises during set up and clean up as well as before, after, and during the event. Any breach of this rule will result in forfeiture of all refundable deposits, the event will be closed down by the Constable, and possible limitation or loss of privileges for using the facilities in the future (to be determined by the FWHO Board of Directors). The Foxwood Clubhouse, Pool, and Park is a non-smoking facility and use of tobacco products on the premises is prohibited.

- All children are to be attended by an adult at all times.

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- **No one is allowed access to the pool or the pool area.** The pool, area surrounding the pool, the pavilion, or the deck furniture may not be accessed or used in any way.
- **Decorations** can be hung with Command® or putty-type adhesives. No mounting that makes holes or damages the surfaces (including paint) may be used. All decorations, including glitter, confetti, streamers and any other *fixed or loose* items are to be *completely* removed from all surfaces including the floors.
- All **tables** are to be cleaned, collapsed and stacked in the dolly. All **chairs** are to be wiped down and stacked in the chair dolly.
- All **floors** are to be swept, mopped and/or vacuumed. No debris is to be left on the floors including glitter.
- All **trash** is to be removed from the premises by the Renter when the event is over.
- **Bathrooms** are to be inspected and left clean and tidy.
- Check the **refrigerator/freezer** and remove any items that you brought. Do not change the settings. Bring your own ice and do not use any ice and/or bottled water that may be in the refrigerator/freezer.
- Clean the **microwave** if you use it.
- Clean the **coffee maker** if you use it. Make sure it is *turned off* before you leave. You must bring your own coffee supplies for the coffee maker.
- Turn off the **air conditioning/heating unit(s)** before you leave.
- **Lock all doors** (clubhouse and bathrooms) **and the gate** before leaving. Both the deadbolt and doorknob on the clubhouse are to be locked.

The Keys:

- The keys are given to the Renter and the Renter is solely responsible for the keys and is to keep them in his/her possession at all times. The keys are not to be given to anyone else.
- The keys can be picked up 2 hours prior to your scheduled event time for decorating and set up.
- The keys must be turned in within 24 hours of the end of the event. *(Example: If you schedule your event to end at 8:00 PM, you must return the keys to the FWHOA representative prior to 8:00 PM the following day.)*
- It is the Renter's responsibility to contact the FWHOA representative and make arrangements ahead of time to pick up and return the keys.

Inspection of Premises:

The Renter will be allowed to inspect the clubhouse and premises when the application is filled out with the FWHOA representative. Any existing damages or conditions may be noted:

"I have inspected the premises with the FWHOA representative. I have had the opportunity to ask questions and have been satisfied with the information I have received. I have been able to inspect the premises and have found it clean and ready for use." The following **existing damages** were found and noted and *will not be my responsibility*:

Signature of Renter: _____

Please sign and Print

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Hold Harmless Agreement and Use Agreement Statement:

I release FWHOA and/or its agents from all damages, liabilities, losses and/or injuries that may occur as a result of this Clubhouse Usage and Rental Agreement and, further, guarantee payment for all damages that may occur during my event.

I have read and agree to all the sections in this application in exchange for the opportunity to use the FWHOA Clubhouse.

Signature of Renter: _____

Please sign and Print