**Emerald Cove Homeowner’s Association**

Clubhouse Rental Agreement and Checklist

e-mail: emeraldcovehomeowner@yahoo.com

Homeowner Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Event: \_\_\_\_/\_\_\_\_/\_\_\_\_ Start Time: \_\_\_\_:\_\_\_\_a.m. / p.m. End Time: \_\_\_\_:\_\_\_\_a.m. / p.m.

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ e-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Emerald Cove clubhouse is available for rental by ECHA members in good standing. Reservation dates will be on a first-come, first-served basis. To confirm a reservation date, turn in this form along with a check in the amount of the $50.00/rental/day fee and a check in the amount of the $50.00/deposit fee. The manager will confirm the availability of the date requested and e-mail you a confirmation. The rental fee check is deposited on the day of the event or on the last day before an event when the banks are open (i.e. Saturday, Sunday or holiday reservations). The deposit fee is not deposited unless there are damages. Please make all checks payable to: ECHA. A $35.00 check return fee will be assessed to the homeowner for all returned checks. Cancellation of the reservation, with a full refund, is only permissible if the ECHA is notified no less than ten (10) days prior to the event date. Cancellation of the reservation within ten (10) days of the reserved event date will result in the forfeiture on one (1) day’s rental fee.

The ECHA reserves the right to cancel a reservation in the event the clubhouse suffers damage that cannot be corrected prior to the reservation date scheduled. Such a cancellation by the ECHA will result in a full refund of both use fee and deposit to the homeowner.

**Rules of Usage**

Homeowner (“renting party”) agrees to:

1. 100% responsibility for the conduct of all guests attending the event.
2. Remain at the clubhouse for the duration of the rental period until all guests have departed the event.
3. Be considerate of neighboring homeowners at all times.
4. Use of the facility must end at 12:00midnight unless the Manager, in advance of the event, approves a longer period of use, in which case additional conditions may be imposed.
5. Limit noise/music levels.
6. No smoking inside clubhouse.
7. Alcoholic beverages are permitted on the premises when approved by the Manager prior to the event. An increased deposit of $150.00 will be required. All applicable state laws apply.
8. Lock door and return the clubhouse key to the Manager the day following the event. A lost clubhouse key will result in a “change lock” fee ($150) to be assessed to the homeowner.
9. Notify the Manager of any problems encountered and any damage to the clubhouse and/or grounds during use.
10. In the event that the property is damaged to the extent that it cannot be rented to another homeowner, there will be a fine of $10/day assessment to the renter until all damages to the clubhouse and/or grounds are repaired to its original condition. In addition, the renting party will, at the Board’s discretion, be ineligible for any additional use of the ECHA clubhouse.
11. Clean the clubhouse and surrounding grounds immediately following the event. The renting party is responsible for proper cleanup of the facilities and for any damages. The renting party will be charged the cost of any necessary cleanup and for any and all repairs. No deposit will be returned until the premises are cleaned as suggested by the checklist provided to the renting party and the Manager inspects the premises.
12. Falsification of the stated purpose of rental within this contract constitutes fraud resulting in a fine of no less than $100.00 assessed to the renting party.
13. Any repair costs, fines, or charges in excess of the $50.00/$150.00 deposit shall be billed to the homeowner on record.
14. It is the responsibility of the renting party to coordinate with the Manager a time convenient to both parties to pick up, and drop off, the key to the ECHA clubhouse.
15. The renting party agrees by signing this agreement that he/she has been legally notified of the fees, fines and charges under the specified conditions stated within this agreement. He/She may request in writing a hearing before the ECHA Board within 30 days of the posting of any fee, fine, or charge to the homeowner as a result of this rental.

Homeowner Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ECHA Clubhouse Decorations and Clean-up Checklist**

The Emerald Cove clubhouse is here for your enjoyment. This checklist will help assure that the next homeowner finds the facility as enjoyable. Please take a minute to follow the recommendations provided. Observing the checklist will help insure a full refund of your deposit.

*General Requests*

1. Place tape or decoration on glass only and remove when finished. DO NOT place tape on light fixtures or walls.
2. Do not place staples in chairs, tables, wall, or wood molding.
3. You must depart the building no later than 12:00 midnight to avoid a fine, unless the Manager has approved a later departure time.

Clubhouse Closing Procedure

1. Clean up appliances and countertops that were used.
2. Bag all trash and remove from premises.
3. Take down and remove all decorations placed inside and outside the clubhouse
4. Vacuum and sweep/mop all floor surfaces (i.e. kitchen, bathrooms, all-purpose area, etc.).
5. Wipe of all tables/chairs. Put chairs away in their storage compartments.
6. Turn off all lights, fans, water faucets, stove burners, oven, and heating/air conditioner.
7. Remove all foods/beverages from the refrigerator and freezer.
8. Close, secure and recheck all windows and doors.
9. Return the clubhouse key.

I have read, understand, and agree to follow the Emerald Cove Clubhouse checklist including the General Requests and Clubhouse Closing Procedures.

Homeowner Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*ECHA Use Only*

*Approved / Not Available \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Rental Fee Check #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Deposit Fee Check # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$50.00/$150.00*

*Key Return/Check out: Cleared / Problem \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_*