

ATTACHMENT E

CLUBHOUSE RESERVATION



ALLENWOOD HOMEOWNERS' ASSOCIATION

Revised 01-04-2023

The Allenwood Clubhouse is available for rental to property owners who have no outstanding balance due the Association. To reserve the **Allenwood Clubhouse** for a specific date, please contact IMC Resort Services, Inc at **843-785-4775 ext. 201** or Bluffton@IMCHHI.com. Reservations for use of the Allenwood Clubhouse are made on a first-come, first-serve basis up to ninety (90) days in advance of the date of planned use.

This agreement is between the Allenwood Homeowner's Association Inc. and the undersigned Allenwood Resident.

A **Rental Fee of \$100.00** (non-refundable) is required. A **Deposit Fee of \$100.00** (possibly refundable) is also required and will be held in escrow until the Clubhouse is inspected after your event. This is a cleaning and damage deposit. Failure to comply with the following **CLUBHOUSE RULES OF USAGE and CLUBHOUSE CLEAN-UP REGULATIONS** will result in forfeiture of the \$100.00 deposit.

Please make **two checks** payable to **Allenwood HOA, Inc.**, both in the amount of **\$100.00**. These checks must be received by the Board, along with this signed agreement, before your event time and date will be secured. After your event, the \$100.00 will be returned to you, depending on the condition of the clubhouse after the event. Any damage resulting from rental will be billed to the homeowner.

If the owner cancels the reservation prior to the event, the rental fee will be returned. If the Homeowner does not cancel the event prior to the scheduled use, the rental fee will be forfeited. Homeowners whose accounts are past due are ineligible to reserve and/or rent the Clubhouse. The Allenwood HOA reserves the right to decline reservations to any person for any reason. The Allenwood HOA reserves the right to cancel a reservation at any time. Such cancellations might occur, for example, if the Clubhouse suffers damage or system failure that cannot be repaired in time for the scheduled use or if the Allenwood HOA has a compelling need to use the Clubhouse for an official purpose. In the event of such cancellation by the Allenwood HOA, the rental fee will be returned to the Homeowner. A refund check will be mailed to you within ten (10) working days after your scheduled event.

For the time of the scheduled use, the Homeowner has the exclusive use of the Clubhouse and the non-exclusive use of the parking lot, swimming pool and pool area.

ALLENWOOD CLUBHOUSE RENTAL RULES OF USAGE

- (1) Homeowner agrees to assume 100% responsibility for conduct of himself and his guests. (2) Homeowner agrees to be present during entire time of actual usage.
- (3) Homeowner agrees to restrict parking by himself and his guests to designated areas only. No parking is allowed on the grass or landscaped areas. In the event this rule is violated, Homeowner agrees to pay a fine of \$100 or actual repair costs, whichever is greater, to be posted to his account.
- (4) Homeowner agrees to NO SMOKING inside the Clubhouse. Illegal drugs and/or gambling are not permitted. Violators will be prosecuted to the fullest extent of the law.
- (5) No glass bottles are allowed at any time.
- (6) No running, sports, or horseplay at any time
- (7) The pool and restrooms remain open to all residents during rentals.
- (8) Grills are not allowed inside the pool fence or in front of the clubhouse walkway or sidewalk. You must use the grill pad on side of clubhouse. **Grills must be attended to at all times. This is your responsibility**
- (9) Furniture cannot be removed from the clubhouse.

- (10) Candles, open flames or anything involving fire is strictly prohibited, including but not limited to fireworks and sparklers.
- (11) You may only store items in the space being rented. This does not include the parking lot, pool area or entrances.
- (12) No signs are permitted outside the rental area
- (13) Homeowner agrees to limit the volume of all music and all noise generated during the use to a level that DOES NOT DISTURB other homeowners. In the event the HOA receives credible complaints about noise caused by the Homeowner's use, Homeowner agrees to pay a fine of \$100 to be posted to his account.
- (14) Homeowner agrees to end by **10:00 pm**.
- (15) The reserving party must strictly adhere to the reservation times agreed within this rental agreement. It is the responsibility of the homeowner to allow adequate time within their reserved time for set-up, event, and cleanup.
- (16) Homeowner agrees to follow the following Clubhouse clean-up procedures:
- Please **take trash with you** and dispose of when you leave.
 - Clean all tables, chairs and countertops.
 - Restack chairs and breakdown tables.
 - Remove all food from premises, including refrigerator.
 - Wipe up any spills and crumbs, including inside refrigerator.
 - Clean the Clubhouse so that it is left at least as clean as it was prior to scheduled use. Homeowner must sweep, mop, vacuum, etc., as necessary.
 - Remove all food and drink items as well as all personal items brought into the Clubhouse
 - Maintain restroom cleanliness. Restrooms *must* be returned to the condition they were in at time of rental.
 - Clean pool area, if used, of all event trash. Return chairs to original position.
 - Turn off all lights.
 - Lock all doors. Push/pull all doors after locking to make sure they are closed tightly and securely. **In the event that the Clubhouse is not left clean, Homeowner agrees to forfeit deposit or actual cleanup costs, whichever is greater, to be posted to his account.**
- (17) Decorations may be used; however, use of a staple gun or items that screw into any surface are prohibited. No staples, push pins/tacks, adhesives, command strips, tape, nails, or glitter is allowed. The use of rice, birdseed, or confetti, inside or outside, is prohibited.
- (18) Please do not remove any items attached to the walls without prior approval. (19) Adult supervision is required for participants under 21 years of age.
- (20) Any event open to the public is prohibited.
- (21) The homeowner who rents the facility must be in attendance at all times during the scheduled event. The Homeowner must be the last to leave. Homeowner agrees to lock all doors and windows and secure the building. If the clubhouse is not locked at the end of use, Homeowner agrees to pay a fine of \$25 or actual costs, to be posted to his account.
- (22) Homeowner agrees to abide by the General Rules of the community in addition to any and all rules listed in this agreement.
- (23) It is the responsibility of the applicant to set up as desired. Please move all furnishings back to their original position before leaving the facility.
- (24) Homeowner agrees to notify a Board member of any problems encountered and any damage to the Clubhouse and/or grounds caused during his use within 24 hours. Homeowner agrees to pay for the costs to repair all damage that occurs during his use. Homeowner agrees to have all such damages and costs posted to his account.
- (25) If you see any damages to the clubhouse upon your initial entry, be sure to notify a Board member and report the damages. It is assumed that any damages not reported upon your initial entry occurred as the result of your rental, and you will be charged accordingly.
- (26) Homeowner agrees by signing this agreement that Homeowner has been legally notified of the above fees, fines, and charges will be assessed under the conditions specified. Homeowner further agrees additional notice is redundant and unnecessary and consequently waives all rights to a separate

notice mailed by certified mail. Homeowner may request a hearing before the Board within thirty days of the posting of any fee, fine, or charge to Homeowner's account as a result of this rental.

- (27) Misuse of the facility or the failure to comply with these regulations will be sufficient reasons for denying any further applications.
- (28) Homeowner who signs the rental agreement forms acknowledges receiving a copy of the rental agreement guidelines.
- (29) No inflatable objects, animals, petting zoo, rides, trackless trains, slides, bounce houses, obstacle courses, sumo wrestling rings or similar devices are permitted. The Association reserves the right to restrict any party props that may cause damage or liability to the Allenwood Association.

Homeowner's Initials _____

By signing below, I certify that:

I am an Allenwood owner, resident, or renter, in good standing, **(owner of the unit must be current on fees)** of the below noted address at Allenwood, and am at least 18 years of age. I have read and agree to abide by the Rental Agreement regarding the use of the Allenwood Clubhouse. I understand that in addition to the attached rules, I am also bound to adhere to all additional previously issued Allenwood Rules & Regulations while on the Allenwood grounds and that any violations of these rules will result in loss of my deposit and possible additional actions based on severity of the violation. I understand that I assume full responsibility for my actions and those of each of my invitees and guests, including all claims of theft, disturbance, or damages to any property or injuries to anyone caused by me or my guests and agree to be present at all times during the course of the use. I agree to indemnify and hold harmless the Allenwood Homeowners Association Inc. for all such claims, whether the accident occurs on the common ground, on any part of the recreational facilities, parking areas, or adjacent areas.

This use is not for any commercial, personal gain or for-profit purpose, including fundraising. I further certify that no participant will be charged any fee to attend or participate, including, but not limited to, a registration or admission fee. I understand that misrepresentation of the purpose of use and/or the charging of fees constitutes fraud and I agree to pay the HOA liquidated damages of \$1000 in the event the actual purpose of use does not correspond to the purpose stated above or in the event participation fees are charged.

I understand that Allenwood Homeowner's Association reserves the right to close down any event that does not comply with the governing documents or safety consideration, or if any illegal activity has occurred. Any misuse of the facility or the failure to comply with these regulations will be sufficient reasons for denying any further applications.

I have read, understand and agree to the Rental Policies and terms as stated above.

I wish to reserve the Clubhouse for the following date and time: Date: _____ Time: _____ The purpose of use is: _____	
Printed Name:	Unit Number:
Mobile:	Work Phone:
E-mail address:	# Of Guests
Type of Event:	
Homeowner Signature:	Date:
FOR OFFICE USE ONLY	
\$100 FEE CHECK #	RECEIVED BY:
\$100 DEPOSIT CHECK #	DATE: