

WESTWAY COMMUNITY CENTER USER AGREEMENT

Instructions for Payment of Fee and Damage Deposit

The Westway Homeowners' Association provides the use of the community center for private gatherings, for a nominal fee of \$25.00 per event. Those eligible to use the community center include homeowners and their family members, guests, and tenants. The homeowner must be current with dues, assessments, and fines before the homeowner or the homeowner's family member, guest, or tenant may reserve the community center.

Users of the community center must also pay a \$225.00 damage deposit, which will be refunded in full if the building is left in a clean and undamaged condition. All users must pay the \$25.00 fee and \$225.00 damage deposit at the time the reservation is made. A reservation will not be considered final until the fee and damage deposit have cleared the HOA's bank account.

In lieu of a cash damage deposit the Westway Homeowners' Association will accept an executed Homeowner Agreement (page 6), in which the OWNER of the lot associated with the reservation agrees that his/her lot may be assessed in the event of damages or lack of clean-up after the event.

WESTWAY COMMUNITY CENTER USER AGREEMENT

Date: _____

Name: _____

Westway Address: _____

1. I agree that I will not damage the building, fixtures, or other amenities furnished.
2. I understand that no telephone is provided for personal or emergency use.
3. I understand that the use of heat, lights, and water will be reasonable during use of center and that no waste of these resources shall occur.
4. I agree to indemnify and hold harmless the WESTWAY HOMEOWNERS' ASSOCIATION from any injuries or accidents on the property whether caused by product defect, negligence, or lack of maintenance of the building or an amenity.
5. I agree to be responsible for myself and my guests should any accident occur causing injuries to myself or my guests in or around the building, properties, or amenities maintained or lack of maintenance, product defect or negligence of any kind.
6. I agree to pay a FEE for the use of WESTWAY COMMUNITY CENTER in the amount of \$25.00, and a DEPOSIT in the amount of \$225.00, which will be refunded if ALL requirements are met. NOTE: Damage exceeding the amount of the deposit will be assessed against the lot of the homeowner whose family, tenants, or guests used the community center.
- 7.____I agree to leave the property as neat and clean as when I received it.
- 8.____I agree to stack the tables and chairs against the back wall.
- 9.____I agree to sweep and, if necessary, mop the floors in the kitchen, bathrooms, and main room.
- 10.____I agree to remove my trash from the site and put new garbage bags into the garbage containers.
- 11.____I agree to clean the sinks, counter tops, refrigerator, microwave, and any other appliance used, to leave no trash in drawers, and to wash, dry, and put away any dishes used.

12. ___ I agree to clean the surrounding area of use, including picking up and disposing of cigarette butts and trash.
13. ___ I agree to remove any ink, crayon marks, paint, lipstick, tape, pictures, balloons, and anything else that was not on the walls prior to my use.
14. ___ I agree to turn off the heat in all rooms and turn the furnace down to 55 degrees.
15. ___ I agree to respect the laws and rights of neighbors by keeping noise down after 10:00 pm. and by not loitering in the neighborhood.
16. ___ I agree that automobiles attending my function will not infringe on the roadways in Westway development.
17. ___ I agree to be responsible for all damages, including but not limited to such items as clogged sewer pipes, broken windows, and/or broken furnishings.
18. ___ I agree that the WESTWAY COMMUNITY CENTER must be cleaned and ready for the next event before I leave the facility. Keys may be turned in later, at an agreed-upon time.
19. ___ I agree to all the rules set forth. If these rules are not followed, my deposit may be withheld and may lead to termination of my use of the WESTWAY COMMUNITY CENTER.
20. ___ I agree that I have checked and noted below, or on the attached paper, any pre-existing damage.
21. ___ I agree that I am responsible for turning in the keys immediately or as pre-arranged in writing. I understand that if the keys are not returned as scheduled my deposit will be forfeited. NO EXCEPTIONS.

Signed: _____

Date: _____

WESTWAY COMMUNITY CENTER

Date and Time of Event: _____

Name: _____

Address: _____

Phone Number: _____

Reservation Fee: \$ _____ Check No. _____

Deposit: \$ _____ Refundable: \$ _____

I agree to return the key on or before _____

Inspection Before Event: _____, Building Manager
Notes:

Inspection Before Event: _____, Resident
Notes:

Inspection After Event: _____, Building Manager
Notes:

DAMAGE NOTED

WESTWAY COMMUNITY CENTER HOMEOWNER AGREEMENT

Homeowner Name: _____

Westway Address: _____

1. I understand that I, my family, my guests, and my tenants are eligible to use the WESTWAY COMMUNITY CENTER only if I have paid current all dues, assessments, and fines.

2. I agree to be responsible financially for myself, my family members, my guests, and my tenants, should any of them use the WESTWAY COMMUNITY CENTER. I understand that Westway Homeowners' Association has the right to levy a fine against my lot in the amount of any and all damages incurred during the use of the facility by me and/or my family members, my guests, and/or my tenants. I also understand that Westway Homeowners' Association has the right to collect such fine from me in accordance with Washington state law and the HOA's stated collection policies.

Signed: _____

Date: _____