

Brookwood Lake Homeowners Association, Inc.
Clubhouse Reservation and Use Agreement

In consideration for the Brookwood Lake Homeowner Association, Inc. ("Association") allowing me the exclusive use of the Brookwood Lake Clubhouse and equipment and furnishings therein (hereinafter "Clubhouse") on _____, 20____, I, the undersigned, am a member of the Association and agree as follows:

1. I am reserving the Clubhouse for the purpose of _____ (the "Function") which will be attended by not more than _____ people.
2. The Function will be held between the hours of _____ am/pm and _____ am/pm on _____, 20____. I understand that continued use of the Clubhouse after the hours for which it has been reserved will constitute a breach of this Agreement and will result in forfeiture of my deposit.
3. I will pay the required **User Fee** of One Hundred dollars (\$100.00) by check or cash and will make a separate payment for **Deposit** in the amount of two hundred fifty (\$250.00) dollars, which are due and payable at the time the reservation is made. I further understand and agree that the Deposit will be used to pay for cleaning costs and any and all damages resulting to the Clubhouse, its contents, or any other portion of the Association property from my actions or any actions of persons present at, attending, or in any other way related to the Function. I understand that any charges made against my deposit will be explained. If costs of repairs exceed the amount of my deposit, I agree to pay the Association the full cost of all repairs within ten (10) days of receipt of a written explanation of the damages and a bill from the Association for such repairs. I agree that all deposits, fees, cleaning and repair charges and any and all other expenses incurred by the Association as a result of the use of the Clubhouse under this Agreement shall be considered an assessment and constitute a lien against my property and shall be fully collectible as provided for in the Association's Declaration and By-Laws.
4. I assume all responsibility, risks, liabilities, and hazards incidental to the activities applied for (including, but not limited to the serving of alcoholic beverages), 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.
5. 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 function, activity, rental, or use of the Clubhouse.
6. I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to the Function and agree to be personally responsible for causing all such persons to comply with the Association's Declaration, By-Laws, and Rules and Regulations. I acknowledge that violation of any provision of the Association's Declaration, By-Laws, or Rules and Regulations by any person present at, attending, or in any other way related to the Function, may, in the sole discretion of the Association's Board of Directors, result in forfeiture of my deposit.

7. I understand that I am being granted the exclusive use of the Clubhouse for the time period described above, subject to the right herein reserved by the Association to enter the Clubhouse and terminate my use thereof should the conduct of any person using the facility endanger the health, safety, or well-being of any person or constitute a threat to any property.
8. I am a member of the Association, at least twenty-one (21) years of age and will be in attendance at the Function at all times during the Function. I hereby agree and represent that the Clubhouse will be used for lawful purposes only and that if any conduct at the Function I am sponsoring violates federal, state or local laws or ordinances, 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 the property.
9. Subject to those deductions provided for in this Agreement, the Deposit will be refunded in whole or in part in person by a Board member, Clubhouse chairperson or by mail.
10. There will be No Smoking inside the clubhouse. Use of the fireplaces is strictly prohibited.
11. I agree to be bound by the Clubhouse Checklist and to clean the facilities after use as required by the Checklist. I acknowledge that I have received a copy of the checklist attached hereto and incorporated herein. The clubhouse will be checked after each rental. Failure to adequately clean the clubhouse (as described in the rental checklist) will result in forfeiture of my complete deposit.
12. I understand that my reservation of the Clubhouse on the aforementioned date will not be confirmed nor will this Agreement be binding until such time as this Agreement has been executed by the Association.
13. I have carefully read and understand this Reservation and Use Agreement and agree to be bound by its terms.

The Brookwood Lake Clubhouse is made available for residents to use for personal functions. As with any home, the Clubhouse is maintained and regularly inspected to ensure that everything is in working order. In the unfortunate event of an equipment failure it is your responsibility to notify the Clubhouse Chairperson as soon as you become aware of the problem. Please note that it is not always possible for the Clubhouse Chair or other Board member to immediately inspect and/or handle the repair of a broken item. It will be addressed as quickly as possible, but not necessarily during your function.

(Full Name, Please print)

Signature

Street Address / neighborhood (please indicate: BWL, Glenmoor, StoneCrest)

Phone numbers