

## WESTWAY COMMUNITY CENTER USER AGREEMENT

### Instructions for Payment of Deposit and Fee

The Westway Homeowners' Association provides the use of the community center for private gatherings. Fees are as follows:

- Homeowners: \$100.00 Monday through Friday
- Homeowners: \$150.00 Saturday or Sunday
- Non-homeowners: \$150.00 Monday through Friday
- Non-homeowners: \$200.00 Saturday or Sunday

Those eligible to use the community center include homeowners and their guests and tenants. The homeowner must be current with dues payments before the homeowner or guest or tenant may reserve the community center. Each lot (including homeowners and their guests and tenants) may rent the Westway Community Center up to three times per year.

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 rental 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.

## 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 the Center and that no waste of the 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 \$\_\_\_\_\_, and a DEPOSIT in the amount of \$225.00 which if ALL requirements are met will be refunded. 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