

Harmony Terrace

Facility Use Agreement

Name of Resident(s): _____

Address: _____

Owner Name (if Leased) _____

Resident Day Phone: _____ Evening Phone: _____

Facility Requested: Clubhouse

CHECK HERE	FACILITY	USE RESTRICTIONS
<input type="checkbox"/>	Clubhouse	No loud music, glass bottles, or food by the pool

Date of Event: _____ Number of People Attending: _____

(CAPACITY 20) MAX ALLOWED 15 _____

Arrival Time: __ AM PM Departure Time: ____ AM PM **(No Later Than 11:30 p.m.)**

Description of Event (including SPECIFIC activities): _____

Terms and Conditions

1. I/We agree to be held responsible for any damages, howsoever caused, to the facilities caused by me/us and my/our guests or invitees or any injuries suffered by me/us and/or my/our guests or invitees, and furthermore agree to indemnify and hold harmless the management company and association and its officers, directors, members, employees, shareholders and agents for any claim resulting from such damage or any injury arising as a result of occurrences connected with my/our use of the Facilities.
2. I/We agree to be held responsible for any loss or damage to any personal items brought by me/us and/or my/our guests or invitees to the Facilities, and furthermore agree to indemnify and hold harmless the management company and association and its officers, directors, members, employees, shareholders and agents for any claim resulting from such loss or damage arising as a result of occurrences connected with my/our use of the Facilities.
3. Attached to this agreement is a **\$100.00 Deposit (Refundable after inspection of the clubhouse) and \$150.00 Non-Refundable Rental Fee** in the form of a check or money order (**NO CASH**) payable to the association. This Deposit, which may be used to cover costs incurred as a result of any damages or insufficient cleanup, will be returned within thirty (30) days after an inspection reveals that the Facilities are in good order. The measure of cleanup requirements or damage shall be calculated solely by the management company. Should damages or cleanup requirements exceed the Deposit amount; the balance will be charged to me/us as an individual assessment. The deposit must be delivered no later than 72 hours prior to the event (the funds are deposited, not held).
4. I/We agree to clean the Facilities immediately after this event and restore them to their normal tidy state. I/We further agree to remove from the Facilities and properly dispose of all decorations and trash generated by the event in the provided dumpster. Decorations may be affixed only by string or masking tape and in a manner that will not cause damage to walls or other components of the Facilities. No tacks or nails and no glitter or confetti are permitted.
5. I/We hereby certify that the Facilities are being used for my/our own personal purposes and will not be used for political, religious, or commercial purposes or for secret society or illegal activities. I/We certify that the Facilities will not be used in a manner as to create a hazard or nuisance to the Facilities and/or to other residents and/or guests of the community, and understand that the management company and association and its representatives reserve the right to cancel or terminate this event if, in their sole opinion, such a hazard or nuisance exists or will exist or any of the terms of this agreement are violated by me/us and/or my/our guests or invitees.
6. **With the exception of the facility checked above, I/We understand that this agreement does not grant me/us the exclusive right to use any of the Facilities, nor does it grant the right to use any facilities other than those specified in this agreement. I/We have read and understand the use restrictions placed on any facility that I/we have requested use of.**
7. I/We understand that I/we will be responsible for my/our as well as my/our guests' and invitees' compliance with all rules and regulations governing the use of the Facilities. I/We understand that rules specific to a facility will take precedence over any agreement guidelines stated herein. **The hours for all aquatic areas are from dawn until dusk. NO EXCEPTIONS.** Furthermore, I/we agree to have responsible adult(s) present at all Facilities that are being utilized during this event. No food or drink is permitted pool side.

8. I/We understand that for the safety and welfare of all residents and guests, the following are strictly prohibited:
- a) Grills of any kind
 - b) Illegal substances
 - c) Smoking
 - d) Music and noise at a level that is disturbing to others
9. Facility use requests for holidays including, but not limited to the following will be considered on an individual basis: New Year's Eve, New Year's Day, Valentine's Day, Easter, Memorial Day, July 4th, Labor Day, Halloween, Thanksgiving, Christmas Eve, Christmas. These and/or other days may be blocked out for special functions or closing of the Facilities.
10. I/We agree to be present during the entire event including set up and clean up. This agreement is not transferable.
11. Date changes are possible provided the requested room is available and no less than seven (7) days written notice is given to the club.
12. No entrance fee or pre-sold tickets are permitted for any function.
- 13. The member must ensure all HOA fees and assessments are current prior to use. Failing to have all fees and assessments paid in full will cause the event to be cancelled.**
14. I/We understand that this agreement shall not be effective until approved by the management company.

Witness	Resident Signature	Date
Witness	Owner Signature (if Leased)	Date

Office Use Only

PAYMENTS: Deposit Check # _____

Agreement is Approved _____ Disapproved _____

ADDITIONAL CONDITIONS:

Association Dues Status

Authorization

Date