

APPLICATION AND AGREEMENT FOR PRIVATE
RENTAL OF CLUB HOUSE FACILITIES

1. APPLICANT'S NAME _____
APPLICANT'S ADDRESS _____

PHONE NUMBER _____

BUSINESS OR OTHER ADDRESS _____

BUSINESS PHONE NUMBER _____
OWNER OR RESIDENT'S NAME AND ADDRESS _____

2. THE RENTAL OF THE CLUB HOUSE SHALL BE RESTRICTED TO THE
FOLLOWING HOURS:

SATURDAY: 12:00 P.M. to 1:00 A.M.
SUNDAY: 12:00 P.M. to 5:00 P.M.
MONDAY-FRIDAY: 9:00 A.M. to 5:00 P.M. (CHILDREN'S
PARTIES ONLY)

(SUMMER RENTAL HOURS MAY BE SUBJECT TO CHANGE)
(AVAILABILITY OF OTHER HOURS SUBJECT TO APPROVAL OF THE
ASSOCIATION)

DATE DESIRED: _____
2ND PREFERENCE: _____ 3RD PREFERENCE _____

WHAT TIME WILL YOU START? _____
WHAT TIME DO YOU EXPECT TO BE FINISHED AND VACATE? _____

THE TOTAL HOURS WILL THEREFORE BE _____ HOURS (NOT TO
EXCEED 6 HOURS). TOTAL RENTAL HOURS INCLUDES SET-UP AND CLEAN-UP
TIME. RENTAL TIMES WILL NOT SUPERCADDE ASSOCIATION FUNCTIONS OR
NORMAL OPERATING HOURS.

A UNIT OWNER WHO WISHES TO USE THE CLUBHOUSE FOR A BIRTHDAY PARTY
FOR A CHILD UNDER THE AGE OF FIVE (5) YEARS OLD MUST CALL THE
ON-SITE MANAGER (OSM) FOR AN APPOINTMENT AND AVAILABILITY. THE
OSM WILL SUGGEST THE BEST HOURS OF THE DAY, LIMITED TO TWO OR
THREE HOURS BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. MONDAY
THROUGH FRIDAY. THIS CAN OCCUR ANY WEEKDAY EXCEPT ON HOLIDAYS
THAT FALL DURING THE WEEK.

DB4208 P203

3. THE RENTED FACILITIES WILL CONSIST OF THE KITCHEN, DRY BAR, LOUNGING ROOM AREA, AND REST ROOM FACILITIES. THE RENTAL OF THE CLUB HOUSE DOES NOT INCLUDE THE USE OF THE POOL, SAUNA, JACUZZI, TENNIS COURTS, EXERCISE ROOM OR ANY OTHER AREA NOT SPECIFICALLY MENTIONED ABOVE.

4. NUMBER OF PERSONS ATTENDING: _____

5. PURPOSE OF RENTAL: _____

6. RULES REGARDING CLUB HOUSE RENTALS:

A. THE ASSOCIATION IS NOT RESPONSIBLE FOR DAMAGES, LOSS OF PERSONAL PROPERTY AND EQUIPMENT AND UTILITY MALFUNCTIONS.

B. THE RENTAL IS RESTRICTED TO THE CLUB HOUSE AREA SET FORTH IN PARAGRAPH 3. GUESTS MAY NOT GO BEYOND THIS AREA.

C. THE MAXIMUM AMOUNT OF PEOPLE TO BE INCLUDED ON A GUEST LIST IS 79, THE AMOUNT OF WHICH INCLUDES 45 SEATED AND 34 STANDING.

D. THE ASSOCIATION RESERVES THE RIGHT TO REJECT AND/OR DISAPPROVE AN APPLICATION FOR CAUSE. IF TWO OR MORE APPLICANTS REQUEST THE SAME DATE, RESERVATIONS WILL BE GRANTED ON A FIRST COME, FIRST AVAILABLE BASIS THROUGH THE ON-SITE MANAGER, IN CONJUNCTION WITH THE PROPERTY AND GROUNDS COMMITTEE, AND APPROVAL OF THE BOARD OF TRUSTEES. THE RENTER MUST BE PRESENT DURING A FUNCTION, AND MUST BE A RESIDENT OF POWDER MILL VILLAGE. THE RENTER MUST BE TWENTY-ONE (21) YEARS OLD OR OLDER. THE CLUB HOUSE SHALL ONLY BE USED BY POWDER MILL VILLAGE RESIDENTS AND THEIR GUESTS.

E. RENTER IS RESPONSIBLE TO EXAMINE THE CLUB HOUSE AREA PRIOR TO RENTAL AND NOTE DEFECTS ON THE INSPECTION FORM. IF THE CLUB HOUSE IS DAMAGED OR NOT CLEAN, THE RENTER SHOULD CONTACT THE ON-SITE MANAGER TO MAKE ARRANGEMENTS FOR CLEANING AND REPAIRING PRIOR TO THE SCHEDULED USE. THE BOARD WILL EXAMINE THE FACILITY AFTER RENTAL AND NOTE DEFECTS CAUSED DURING THE RENTAL PERIOD, FOR WHICH RENTER AGREES TO BE RESPONSIBLE.

F. CLUB HOUSE AREA RULES:

1. RENTER MAY NOT CHARGE ADMITTANCE TO HIS GUESTS AND MAY NOT SELL PRODUCTS OR SERVICES AT THE CLUB HOUSE.
2. RENTER IS RESPONSIBLE FOR HIS OWN FOOD, DRINK, ICE, UTENSILS, PAPER PRODUCTS, ET CETERA.
3. FOOD AND DRINK MAY NOT BE TAKEN OUTSIDE THE CLUB HOUSE.
4. THERE SHALL BE NO EXTRAORDINARY ELECTRICAL POWER REQUIREMENTS.
5. NO GRILLING, OUTDOOR COOKING OR BARBECUING MAY BE DONE.

6. RENTER MUST REMOVE LEFTOVER FOOD AND BEVERAGES AFTER THE RENTAL (OR WITHIN TWELVE HOURS IF PRE-ARRANGED). EQUIPMENT MUST BE REMOVED WITHIN 24 HOURS.
 7. NOISE LEVELS (ESPECIALLY LIVE OR RECORDED MUSIC) MUST BE KEPT AT REASONABLE LEVELS, ESPECIALLY LATE AT NIGHT, SO AS TO ANNOY RESIDENTS LIVING IN THE VICINITY OF THE CLUB HOUSE. THERE MAY NOT BE MUSIC PAST MIDNIGHT.
 8. CATERING IS PERMITTED AND PRIOR ARRANGEMENTS MUST BE MADE TO FACILITATE EARLY ACCESS, IF NECESSARY.
 9. NO GAMBLING WITH MONEY IS PERMITTED IN THE CLUB HOUSE.
 10. RENTER IS RESPONSIBLE FOR SECURING THE BUILDINGS, AND REMOVING ALL TRASH, AS WELL AS ALL OTHER CLEAN-UP.
 11. NO ALCOHOLIC BEVERAGES ARE PERMITTED.
- G. THE ASSOCIATION RESERVES THE RIGHT TO TERMINATE ANY RENTAL WHICH, IN THE SOLE JUDGEMENT OF THE ASSOCIATION, IS INAPPROPRIATE OR RESULTS IN UNLAWFUL CONDUCT OR ACTIVITIES WHICH VIOLATE THE RULES AND REGULATIONS OF THE ASSOCIATION.
- H. IF THE FUNCTION IS PRIMARILY FOR CHILDREN AND TEENAGERS, THERE MUST BE AN ADEQUATE NUMBER OF ADULTS FOR SUPERVISION. THE BOARD WILL REQUIRE IN ADVANCE: THE NAME, ADDRESS AND NUMBER OF ADULTS. FAILURE TO PROPERLY SUPERVISE THE CHILDREN WILL BE GROUNDS TO TERMINATE THIS AGREEMENT IMMEDIATELY.
- I. ALL DECORATIONS USED MUST BE FIREPROOF MATERIALS AND APPROVED BY THE ASSOCIATION. AFFIXING OF DECORATIONS OR OTHER ARTICLES TO THE CEILING OR WALLS WITH TAPE, THUMBTRACKS, NAILS, GLUE, ETC., IS STRICTLY PROHIBITED AS IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE CLUB HOUSE FACILITY.
- J. RENTER AND GUESTS, BUSINESS INVITEES, AGENTS, SERVANTS AND EMPLOYEES OF RENTER SHALL PARK AT THE CLUB HOUSE PARKING LOT. LOTTERING OUTSIDE THE CLUB HOUSE IS STRICTLY PROHIBITED.
- K. THE RENTER SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS WHEN USING THE CLUB HOUSE. THE CONSUMPTION OF ALCOHOLIC BEVERAGES OF PERSONS UNDER THE LEGAL DRINKING AGE IS PROHIBITED. THE SALE OR CONSUMPTION OF ALCOHOLIC BEVERAGES IS STRICTLY PROHIBITED.
- L. THE ASSOCIATION WILL NOT PERMIT MORE THAN ONE RESERVED USE OF THE CLUB HOUSE PER DAY.
- M. TENANTS MUST HAVE UNIT OWNER CO-SIGN THE RENTAL AGREEMENT.
- N. RENTER MUST MAINTAIN A CLEAN, SAFE AND HABITABLE ENVIRONMENT. RENTER SHALL BE IN CONTROL OF HIS GUESTS AND INVITEES AT ALL TIMES.
- O. DEFINITIONS: UNIT OWNER: THE PERSON WHO OWNS A UNIT
TENANT: THE RENTER OF SAID UNIT
RENTER: THE PERSON RENTING THE CLUB HOUSE
- P. PARKING SHALL BE DESIGNATED AS THE PARKING LOT OF THE CLUB HOUSE AND THE PUBLIC STREET ADJACENT TO THE CLUB HOUSE.

084208 P205

7. COST AND FEE
A. THE BASE CHARGE FOR A MINIMUM RENTAL OF THE CLUB HOUSE AREA SHALL BE THIS \$50.00
ENTITLES RENTER TO EXCLUSIVE USE OF THE CLUB HOUSE AREA AS SET FORTH IN PARAGRAPH 3. EXTRAORDINARY CLEAN-UP WILL BE AT EXTRA COST, BILLABLE TO RENTER. A CHECK SHALL BE DRAWN TO THE ORDER OF "POWDER MILL VILLAGE" ASSOCIATION FOR THE RENTAL.
- B. SECURITY DEPOSIT OF \$1000.00 MUST BE POSTED WITH THE BOARD BY THE RENTER. SUCH DEPOSIT WILL BE IN THE FORM OF A SEPARATE CHECK MADE OUT TO THE ASSOCIATION AND THE CHECK WILL ONLY BE FOR BREAKAGE, DAMAGE BEYOND ORDINARY WEAR AND TEAR ON THE FACILITY, AND CLEAN-UP OF RENTED AREA. DAMAGES WILL BE ITEMIZED AND ANY BALANCE FORWARDED TO THE RENTER. THE ASSOCIATION RESERVES THE RIGHT TO ASSESS FOR ANY DAMAGES BEYOND \$100.00. IN THE CASE OF NON-DAMAGE, THE DEPOSIT WILL BE RETURNED TO THE RENTER AFTER A FINAL INSPECTION OF THE CLUB HOUSE AREA BY THE BOARD.
- C. ALL DEPOSITS AND FEES MUST BE SUBMITTED WITH THE COMPLETED APPLICATION NOT LESS THAN TEN (10) DAYS BEFORE THE RENTAL DATE.
- D. NO DEPOSIT IS REQUIRED FOR ACTIVITIES SPONSORED BY THE ASSOCIATION OR FOR THE NON-EXCLUSIVE USE BY MEMBERS OF THE COMMUNITY. ALL OFFICIAL ASSOCIATION FUNCTIONS HAVE PRIORITY OVER PRIVATE USE IF CONFLICTS ARISE.
- E. RENTERS MAY CANCEL OR CHANGE THE DATE OF RESERVATIONS NO LESS THAN TEN (10) DAYS PRIOR TO THE SCHEDULED USE. IF RENTER CHANGES OR CANCELS HIS RESERVATION LESS THAN TEN DAYS PRIOR TO THE ORIGINALLY SCHEDULED RENTAL, THE RENTER MAY FORFEIT THE \$75.00 RENTAL FEE. THERE WILL BE NO FEE FOR THE RENTAL OF THE CLUB HOUSE FOR CHILDREN'S PARTIES; HOWEVER, THE SECURITY DEPOSIT OF \$100.00 WILL STILL APPLY.
- F. LIABILITY
A. YOU ARE ADVISED TO REVIEW YOUR PERSONAL LIABILITY INSURANCE TO DETERMINE WHETHER YOU ARE ADEQUATELY COVERED AGAINST POTENTIAL PERSONAL INJURY OR PROPERTY DAMAGE CLAIMS BY YOUR GUESTS, BUSINESS INVITEES, AGENTS, SERVANTS, OR EMPLOYEES DUE TO NEGLIGENT ACTS OR OMISSIONS.
B. IT IS FURTHER UNDERSTOOD THAT THE RENTER, BY SIGNING THIS AGREEMENT, AGREES TO INDEMNIFY AND HOLD HARMLESS: THE ASSOCIATION, THEIR RESPECTIVE DIRECTORS, OFFICERS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY DAMAGES ARISING DIRECTLY OR INDIRECTLY AS THE RESULT OF THE MATTER HEREIN AUTHORIZED.
9. RENTER AGREES TO FOLLOW THE RULES AS SET FORTH IN THE POWDER MILL VILLAGE CONDOMINIUM ASSOCIATION PUBLIC OFFERING STATEMENT, MASTER DEED, BY-LAWS, AS WELL AS THE RULES AND REGULATIONS ADOPTED AND PROMULGATED BY THE POWDER MILL VILLAGE ASSOCIATION.
- =====
- I (WE) AGREE TO THE ABOVE RULES AND FEES

SIGNATURE, RENTER

DATE

ACCEPTED BY:

PRINT NAME:

(POSITION)

POWDER MILL VILLAGE CONDO. ASSOCIATION

DB4208 P206