

Association Clubhouse Rules

1. Residents who reserve the clubhouse must be POA members in good standing. "Good Standing" shall mean that Resident, is current in respect to all HOA dues assessments and/ or fines, and/or current in any written payment agreements with the HOA, and that access to the Common areas has not been revoked by the HOA for previous violations of the Associations rules or regulations
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3. A reservation for the Clubhouse does not include use of the pool or pool area.
4. The property owner reserving the Clubhouse assumes full responsibility for the conduct of their guests and must be in attendance at all times during the event for which the Clubhouse was reserved. The property owner assumes all liability including fines.
5. A \$150 fee and \$350 deposit are required to reserve the Clubhouse, additionally:
 - A completed application and signed agreement to abide by the rules is required
 - Reservations are on a first come basis
 - The reservation is not considered confirmed until the application, fee and deposit has been received
6. The member reserving the Clubhouse is responsible and liable for all damage done to the Clubhouse including any damage caused by party décor.
7. The volume of all music must be kept to a reasonable level.
8. Fireworks or other exploding objects are prohibited unless express permission is granted by the POA Board.
9. Appropriate attire is required, and wet bathing suits are prohibited inside the Clubhouse.
10. Events may start no earlier than 9:30am and the clubhouse cleaned and vacated by 12:00 midnight. **FAILURE TO EXIT PREMISES BY MIDNIGHT WILL RESULT IN FORFEITURE OF DEPOSIT.**
11. Doors must remain closed while the air conditioning or heating unit is in use. When garage doors are open, please turn off air conditioning or heating and use ceiling fan.
12. No event for which the Clubhouse is used may be advertised or publicized in any manner to solicit the attendance of the public unless express permission has been granted by the POA Board.
13. No birdseed, rice, confetti, glitter, or comparable items may be thrown inside the Clubhouse or anywhere on common area property.
14. No animals are allowed in the Clubhouse except for a service dog.
15. Smoking or vaping is not permitted inside the Clubhouse.
16. The use of alcohol will be at the discretion of the member reserving the Clubhouse and must be controlled by that member. However, **UNDER NO CIRCUMSTANCES UNDER AGED DRINKING ALLOWED. The POA shall not be deemed liable for any accidents or incidents related therein. Any incidents of overly intoxicated person or persons at your event will result in the loss of future clubhouse privileges.**
17. Cleanup is mandatory to receive refund of the deposit. The property owner reserving the clubhouse MUST:
 - **Clean the Clubhouse and surrounding exterior area no later than midnight. PRIOR special request for clean up by 9:00am the following morning may be granted by Clubhouse representative and only if arrangements were requested BEFORE the reservation was approved.**

- Sweep (and mop if necessary) the Clubhouse to return to the condition it was in when rented.
- Return furniture and/or equipment to their original location
- Remove decorations and all unused items, i.e., from refrigerator, etc.

18. Security Camera is always in use in Clubhouse. ANY ATTEMPT TO COVER, BLOCK OR SABOTAGE THE CAMERA WILL RESULT IN FORFEITURE OF THE DEPOSIT and may also result in future clubhouse privileges being revoked.

INDEMNITY

RESIDENT SHALL DEFEND, INDEMNIFY, HOLD HARMLESS AND REIMBURSE THE HOA, ITS AGENTS, OFFICERS, AND EMPLOYEES AND ALL OTHER RESIDENTS (THE "INDEMNITEES") FROM ALL CLAIMS DAMAGES, LOSSES AND EXPENSES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OR INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING BUT NOT LIMITED TO THE LOSS OF USE RESULTING THEREFROM, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE CLUBHOUSE BY RESIDENT, RESIDENT'S TENANTS, RESIDENT'S IMMEDIATE FAMILY OR RESIDENT'S GUESTS. THE INDEMNIFICATION PROVISIONS IN THIS ARTICLE SHALL BE ENFORCEABLE REGARDLESS OF WHETHER THE LIABILITY IS BASED ON PAST, PRESENT OR FUTURE ACTS AND REGARDLESS OF WHETHER ANY PERSON (INCLUDING THE PERSON FROM WHOM INDEMNIFICATION IS SOUGHT) ALLEGES OR PROVES THE SOLE, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF ANY OF THE INDEMNITEES, OR THE SOLE OR CONCURRENT STRICT LIABILITY IMPOSED ON THE INDEMNITEES. THIS INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OF OR ANY TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR RESIDENT OR ANY RESIDENT UNDER WORKERS' OR WORKMEN'S COMPENSATIONS ACTS, DISABILITY BENEFITS OR OTHER EMPLOYEES BENEFIT ACTS NOR BY ANY REQUIREMENT FOR INSURANCE.

RESIDENT ACKNOWLEDGES THAT IT HAS BEEN PROVIDED FAIR NOTICE OF ITS INDEMNIFICATION OBLIGATION. IF ANY CLAIM TO WHICH THIS INDEMNITY OBLIGATION APPLIES IS ASSERTED, RESIDENT AGREES TO DEFEND ALL CLAIMS ASSERTED IN THE SAME ACTION OR CLAIM.

INDEMNITEES PRESERVE FOR THEMSELVES THE RIGHT TO CHOOSE COUNSEL IN ALL CIRCUMSTANCES.

OWNER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THIS PARAGRAPH OF THIS AGREEMENT, HAS BEEN PROVIDED WITH TIME TO CONSULT WITH AN ATTORNEY CONCERNING THE MEANING AND IMPACT OF THIS AGREEMENT AND THAT IT IS EXPRESSLY AGREEING TO DEFEND AND INDEMNIFY INDEMNITEES AGAINST ANY AND ALL CLAIMS INVOLVING ALLEGED NEGLIGENCE OF THE INDEMNITEES.

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By signing below, I understand and agree to abide by the Aforementioned Rules

Property Owner Name (Print) _____

Property Owner Signature _____

Date: _____

Hide-A-Way on The Gulf Clubhouse Reservation Form

The Hide-A-Way on the Gulf Clubhouse is for the exclusive use of the property owners and their guests. There is a one-hundred-fifty dollar (\$150.00) rental fee and a three-hundred-fifty dollar (\$350.00) cleaning/damage deposit which will be refunded promptly once cleanup has been verified. Make checks payable to Hide-a-Way POA. One of the benefits of living at **Hide-A-Way on the Gulf** is the privilege to utilize the common areas, but this comes with responsibilities. As a courtesy to the next property owner using the clubhouse, please clean it after your event. Failure to thoroughly clean will result in forfeiture of your deposit.

Please read and follow the rules that govern the use of the clubhouse.

(initial) ____ I agree and understand that if this completed Reservation Form along with my deposit is not received within 72 hours of the event, my reservation is not confirmed.

Date _____ Begin Time _____ End Time _____

Your Property Lot Number _____

Address _____

Phone Number _____ Alternate Number _____

Email Address _____

POA USE ONLY:

Clubhouse checked before event by _____ after event by

Rental Fee \$150 received on _____ Deposit \$350 received on _____ Collected by

Was Deposit Returned? Yes ___ No _____. If No, provide detail explanation:

RETURN COMPLETED FORM AND \$150 RENTAL FEE AND \$350 DEPOSIT TO
VERONICA CHERRY OR LYNDA HUDGINS