

## 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or fines, and/or current in any written payment agreements with the HOA, and that access to the Common areas has not been revoked by the HOA for previous violations of the Associations rules or regulations
- 2.
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 \$100fee and \$400 depositare required to reserve the Clubhouse, additionally:
  - A completed application is required
  - Reservations are on a first come basis
  - The reservation is not considered confirmed until the application, feeand deposit has been received and written verification of the POAs acceptance of reservation.
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 UNDERAGED 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 morningmay 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 COMPENSATION 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.

INIT \_\_\_\_\_

**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-dollar (\$100.00) rental fee and a four-hundred-dollar (\$400.00) 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.

See Common Area Policies: <http://www.hideawayonthegulf.org/policy-and-procedures> regarding Rules for Swimming Pool and Pool Area

(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 \$100 received on \_\_\_\_\_ Deposit \$400 received on \_\_\_\_\_ Collected by  
\_\_\_\_\_

Was Deposit Returned? Yes \_\_\_ No \_\_\_\_\_. If No, provide detail explanation:

\_\_\_\_\_  
\_\_\_\_\_

RETURN COMPLETED FORM AND \$100 RENTAL FEE AND \$400 DEPOSIT TO  
VERONICA CHERRY OR LYNDA HUDGINS