

## **CANTABRIA CLUBHOUSE RESERVATION POLICY**

The Clubhouse is for the use and enjoyment of all Cantabria Homeowners and they are encouraged to make use of these attractive facilities. To preserve the condition for the recreation facilities, certain restrictions are necessary.

The Clubhouse will be made available for the personal use of any Homeowner who is current in payment of his/her Homeowner's account to the Association. Maximum allowable guests for the Clubhouse is 25 people.

A \$15.00 Clubhouse fee (check or money order only) and a \$200.00 cleaning and damage security deposit (check only) are required prior to the Homeowner receiving access to the Clubhouse. The fee check and deposit checks (must be two separate checks) are made payable to "Cantabria HOA" and clearly marked as "Clubhouse Security Fee" and "Clubhouse Security Deposit", respectively. The checks are to be delivered to the management agent.

A "Facility Use Agreement Form" must be completed, signed by the homeowner and submitted along with the clubhouse fee and security deposit checks ten (10) business days prior to the reservation date. The resident shall post notices on the clubhouse doors at least one week prior noting the date and time of the event.

A walk-through of the facilities and surrounding property must be scheduled with a member of the HOA Board or the management agent both before and after use. A Clubhouse Checklist must be completed by the Clubhouse Coordinator and signed by any persons wishing to use the facility. The Security Deposit check will be returned provided the Clubhouse is in good condition and in compliance with the rules following the reservation date. If there is damage, or if additional cleaning is required, appropriate charges will be deducted, or additional penalty charges will be assessed should damage exceed the deposit.

Only Cantabria homeowners who have no current arrears in monthly condominium assessments are permitted use of the Clubhouse.

The Homeowner who reserves the Clubhouse, on their behalf or their tenant's, shall be responsible for the repair or replacement of any item damaged in the recreation hall, to the building or any of the common property surrounding the area. Homeowners are specifically responsible for the acts of their tenants, guest, and guest's invitees. The Unit owner will be liable for any unrecovered expenses for the repair of the Clubhouse.

Homeowners reserving the Clubhouse must remain in the Clubhouse area at all times during its use. The Clubhouse area is defined to include the Clubhouse, the pool area, and the sidewalk area immediately in front of the Clubhouse. At the conclusion of the social event, the Homeowner must be absolutely sure he/she is the last one to leave. The Homeowner is responsible for ensuring that all lights and the Clubhouse air condition/heating system have been turned off, and the building in secure.

Reservations are accepted on a first-come, first served basis. Reservations are not considered approved until the deposit check is received, and the reservation is verified by the management company. If there is an existing, management approved reservation, no other residents may reserve or use the clubhouse during the time of the reservation. Any issues that may arise with conflicting reservations may result in fines and suspension of common area privileges.

In consideration of the rights of all other residents, all weeknight and weekend events shall be concluded by 10:00 p.m., and weekend events shall be concluded by 11:00 p.m. The clubhouse is available starting at 8:00 a.m.

Due to the close proximity of the Clubhouse to residences, the volume of any music or radio/TV broadcast needs to be kept low enough so as not to disturb surrounding residents.

If use of the pool is requested during the function, you may not disturb or restrict other residents from use of the pool, and all pool regulations will apply. No Homeowner can exclusively reserve any part of the pool area for a private function. Guests are not permitted to gather in the parking area or common areas.

No surf boards, boogie boards, balls or inflatable items are allowed in the pool or clubhouse areas except small, soft children's toys and small flotation devices.

No "jumpy's" (large inflatable jumpy houses, slides, etc.) are allowed within the pool or clubhouse area or anywhere else in the common area.

Alcoholic beverages must be kept inside the clubhouse at all times. Alcohol may not be consumed in the pool area. Drinking games of any kind (such as beer pong, flip cup, quarters, etc.) are strictly prohibited.

Admission fees of any kind are strictly prohibited for events held in the clubhouse.

The Clubhouse shall not be used for commercial purposes. It is permissible to use the Clubhouse for parties where specialty merchandise will be sold, such as Tupperware, Party Lite Candles, Pampered Chef, etc.

The Clubhouse door may not be propped open during any event.

The Clubhouse and surrounding area must be cleaned by noon the day following the social event and must be inspected prior to refund of the deposit check.

The Clubhouse furniture and/or fixtures are not to be removed from the premises.

Children under 18 years of age must be accompanied by a Homeowner, parent, or guardian when using the Clubhouse and/or pool. ***There is no lifeguard on duty.***

No alcohol is permitted in the common areas. Liquor shall not be sold on clubhouse premises. No alcohol shall be served to minors. The Homeowner using the facility is responsible for all guests drinking alcoholic beverages. Cantabria Maintenance Corporation will not be held responsible for any injury resulting from the consumption of alcohol.

Smoking is **not** permitted in the Clubhouse or the pool area.

No food or glass is permitted in the pool and spa areas.

Wet bathing suits shall not be worn in the Clubhouse.

**FACILITY USE AGREEMENT (INDEMNITY AND HOLD HARMLESS)**

I, \_\_\_\_\_ (“Owner”), owner of \_\_\_\_\_ (“Unit”) in the Cantabria Maintenance Corporation (“Association”), request use of the Association’s Clubhouse (“Facility”) on \_\_\_\_\_ 20\_\_\_\_, from \_\_\_\_\_ to \_\_\_\_\_ (“Timeframe”) for \_\_\_\_\_ (“Event”), pursuant to the terms and provision of this Agreement and in accordance with the Association’s common area rules and regulations, including the Association’s Clubhouse Reservation Policy (attached). In connection therewith, I agree as follows:

**RELEASE FROM LIABILITY**

I hereby fully release, waive and discharge the Association’s, its members, directors, officers, representatives, administrators, agents, partners employees, attorneys, insurers, successors and assigns, from any and all past, present or future claims, damages, and actions and causes of action, of whatever kind or nature, whether known or unknown, suspected or unsuspected, including, but not limited to, claims based on active or passive negligence and/or wrongful death, based on, arising out of or in connection with the Event as well as my, my family members and guest’s use of the Facility.

**LIABILITY INSURANCE**

Responsible Party must supply a Certificate of Liability Insurance naming Cantabria Maintenance Corporation, its members, and employees as additionally insured. This certificate can be obtained at no additional cost from your individual homeowners insurance company.

**INDEMNIFICATION**

I hereby agree to indemnify and hold harmless the Association, its members, directors, officers, representatives, administrators, agents, partners, employees, attorneys, insurers, successors and assigns, from any and all claims, damages, actions, causes of action, liabilities, losses, costs, attorney’s fees and any other expenses (“Claims”), based on, arising out of or in connection with the Event as well as my, my family members, tenants and guest’s use of the Facility.

**RESPONSIBILITY FOR OTHERS**

Owner agrees that all of Owner’s duties hereunder regarding release from liability, indemnification or otherwise protecting the Association from liability or limiting or waiving the Association’s liability apply equally to each and every person or individual using the Facility in connection with the event. Accordingly, as between the Association’s and Owners, Owner (and not the Association’s) shall be responsible for any and all such persons/individuals and shall defend. Indemnify and hold the Association harmless from any and all claims by such persons or individuals and from any claims by other users of the Facility arising out of the use by or the act or omissions or owner, owner’s family members and/or guests.

**PERSONAL AGREEMENT**

This Agreement is personal to the Owner and is non-assignable and nontransferable.

**LEGAL FEES**

In the event an action is brought by any party for breach or interpretation of this Agreement, the prevailing party shall be awarded all cost and expenses of suit, including reasonable attorney’s fees. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNED THIS AGREEMENT.

\_\_\_\_\_  
Owner (Printed Name)

\_\_\_\_\_  
Owner’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Unit Address

Phone Number: \_\_\_\_\_  
(User of the Clubhouse)

Tenant’s Name: \_\_\_\_\_  
(If applicable)