

WESTPHALIA ROW HOA

Clubhouse Usage & Rental Agreement

**THE WESTPHALIA ROW HOMEOWNERS ASSOCIATION
CLUBHOUSE USAGE & RENTAL AGREEMENT**

Last Updated September 2019

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THE WESTPHALIA ROW HOMEOWNERS ASSOCIATION CLUBHOUSE USAGE & RENTAL AGREEMENT

SECTION 1. PURPOSE STATEMENT.

The purpose of The Westphalia Row Homeowners Association Clubhouse Usage & Rental Agreement (hereinafter referred to as “Clubhouse Usage and Rental Agreement”) is to provide Members, Users, and Residents the procedure for usage and rental of common areas and to outline the rules for usage of the common areas. The Clubhouse Usage and Rental Agreement is intended to effectively maintain the common areas for continued enjoyment by all residents.

SECTION 2. OVERVIEW & AVAILABILITY.

Westphalia Row Members and Users have the opportunity to rent the Westphalia Row Homeowners Association Clubhouse great room for their private enjoyment and events in accordance with this Clubhouse Usage and Rental Agreement, and the Appendices attached hereto, which are incorporated by reference.

- A. **AVAILABILITY.** The Clubhouse room(s) may be rented by Westphalia Members and Westphalia Residential Users, (collectively referred to herein as “Member/User”) as defined below, for their personal use and private enjoyment. The Westphalia Row Homeowners Association, its committees, sub associations, and sub-association committees may also rent the Clubhouse for events and meetings. **One rental is permitted per day unless preapproved by the Board.**

Westphalia Residential Members – “Members” are defined as homeowners in Westphalia Row Homeowners who are current in their Association Assessments.

Westphalia Residential Users – “Users” are defined as persons who reside in Westphalia Homeowners Association and rent from Members who are current in their Association assessments.

Association Usage – The Board, its committees, sub-associations, and sub-association committees are not required to submit a written Application when utilizing the facility for an Association sponsored activity or event. The President (or Chairperson) of these groups may contact the Manager to schedule the room(s) for usage at the Clubhouse. The groups will not be charged for using the Clubhouse. The Board, its committees, sub-associations, and sub-association committees may schedule their recurring meetings for a calendar year. **Note: In case of conflict, prescheduled Association activities have priority over private events.**

- B. **SPACE AVAILABLE.** Members/Users may rent the Clubhouse for their personal use and events.

Great Room, Kitchen - The Great Room, and Kitchen may be rented by Members/Users during the following times: 10:00am to 10:00 pm Monday through Sunday.

Meeting Room – The Meeting Room is available for rental by Members/Users.

Not Available for Rental. The fitness rooms, utility closet, mechanical room and restrooms are

never available for rental or private use.

Occupancy Limits. The maximum building occupancy must not exceed the number set forth and displayed in the rental rooms.

- The Great Room has a maximum capacity of 95 persons (number is set by fire department for entire space; may be lower with furnishings).
- The Meeting Room has a maximum capacity of 36 persons (number is set by fire department for entire space; may be lower with furnishings).

C. MEMBER/EVENTS. Members/Users agree to abide by the Clubhouse Usage and Rental Agreement, as amended from time-to-time.

Member/User Attendance. The Clubhouse and other amenities are for the use and convenience of Owners, Members, Users, Residents, and their invited guests only. The Member/User renting the Clubhouse must be in attendance during the entire function. Member/User agrees that he or she will personally use the premises during the requested hours only.

This is to exclude the fitness room in the clubhouse which is for members above the age of 18 only.

Lawful Purpose Only. Member/User shall not use the premises for any unlawful purpose, and shall not make or permit to be made any disturbing noise, or do, or permit any act that will unreasonably interfere with the rights, comforts, or convenience of other Residents.

Member/User Responsibility. Member/User agrees to assume any and all responsibility for any damage to the building, furniture, equipment, and property, and understands and agrees to be bound by the Non-Compliance Fee Schedule as detailed on Appendix C.

Indemnity Clause. Member/User agrees to indemnify and hold harmless Westphalia Row Homeowners Association, its agents, employees, and members, from all losses, liability, and expenses (including attorneys' fees) resulting from any injury, loss, or damage in any way associated with the use of the facilities.

Agreement. Member/User agrees to be bound by this Clubhouse Agreement, the Rules and Regulations as set forth herein and attached hereto in Appendices A, B, and C.

Management/Staff. The Board of Directors and Management reserves the right to revoke the privilege of renting rooms for personal use of residents at any time at their discretion.

Management/Staff will not be responsible for the loss of any personal effects, dishes, equipment, or food, and any items left after any event will be considered abandoned and disposed of by Management/Staff. Members/Users may not store overnight any items in the Clubhouse.

Management/Staff shall have free access to the function room at all times and the Member/User agrees that should Management/Staff deem the use or action of occupants undesirable, for any reason whatsoever, that the Member/User and all guests will vacate the room immediately.

SECTION 3. CLUBHOUSE RENTAL PROCEDURE.

Members/Users must submit an Application (Appendix B) to the Management Office for approval as detailed herein. Members/Users must agree and abide by all terms and rules in this Agreement.

- A. **ASSESSMENTS.** In order for Westphalia Row HOA Members and Users to rent/reserve Clubhouse Room(s), first, they must be current in their Association assessments (or the Owner of a rented unit must be current in their Association assessments).
- B. **APPLICATION.** If a Member or User is current in his/her assessments, then they must submit an Application for rental. The Application may be obtained from the Manager, Administrative Assistant or online via Sourcelink.

Completed Applications must be submitted to the Manager **at least two (2) weeks prior to the scheduled event or activity.** The completed Application must include a cashier's check, or money order, to cover the costs of rental fees and a separate cashier's check or money order to cover the security deposit. The cashier's check(s) or money orders should be made payable to "**Westphalia Row Homeowners Association.**"

Upon receipt of the completed Application, payment, and security deposit, once the Application is approved, the Manager will schedule and reserve the facility, and will confirm the reservation within 48 hours of approval.

- C. **ASSOCIATION USE.** The Board, its committees, sub-associations, and sub-association committees are not required to submit a written Application when utilizing the facility for an Association sponsored activity or event. The President (or Chairperson) of these groups may contact the Manager to schedule the room(s) for usage at the Clubhouse. The groups will not be charged for using the Clubhouse. The Board, its committees, sub-associations, and sub-association committees may schedule their recurring meetings for a calendar year. **Note: In case of conflict, prescheduled Association activities have priority over private events.**
- D. **CANCELLATIONS.** Cancellations must be made at least seven (7) calendar days prior to the activity/event. If the cancellation is made less than seven (7) days before the event, then the Owner/User is subject to a \$50.00 Cancellation Fee as listed in Appendix A.
- E. **INCLEMENT WEATHER.** In the event of inclement weather where snowfall reaches at least two (2) inches or more in accumulation, all private party reservations will automatically be cancelled. Owners/Users may reschedule their event or obtain a refund of their rental fees and deposit by contacting management. Refunds will be issued within thirty (30) days of the cancellation date.
- F. **RENTAL RATES.** Members and Users must pay the Security Deposit, Hourly Rate, and Maintenance Fee (as listed on Appendix A attached hereto) with submission of the Application. All rentals have a two (2) hour minimum. All money paid to the Westphalia Row HOA Management Office must be in the form of a MONEY ORDER OR CASHIER'S CHECK, and made payable to "**Westphalia Row Homeowners Association.**"

- G. **SECURITY DEPOSIT.** The Security Deposit is due upon submission of the Application. It is returnable after the Post-Inspection is completed by management, and after all fees and fines are deducted. Refundable deposits will be returned within thirty (30) business days after the event. The security deposit check or money order shall be written separate from the rental check.
- H. **SECURITY.** Professional Security *may* be required for various events, pursuant to Section 4 herein.
- I. **VENDORS.** Member/User is responsible for scheduling, arranging, and notifying all vendors, excluding security guards which will be provided by the association at the homeowner's expense, for the event. Westphalia Row HOA is not responsible for any possible refunds that may be due from any such vendors.

SECTION 4. CLUBHOUSE USE & ROOM RENTAL RULES.

The Member/User renting any rooms and/or amenities hereby expressly agrees to the rules contained in this Clubhouse Rental and Usage Agreement, and all attachments hereto. The Clubhouse Inspection Checklist (Appendix C) shall be used as a basis for additional fee(s) charged to the Member/User when the Member/User is found to be in non-compliance with the rules herein, however, the Member/User is subject to additional charges and fees relating to violations. All Members/Users agree to comply with the rules and regulations promulgated by the Board of Directors as set forth herein or as modified from time-to-time.

- A. **GENERAL RULES.** The following rules apply to the Application, rental, use, and governance of the Clubhouse by Members/Users.
 - 1. **Member/User Attendance.** The Clubhouse and other amenities are for the use and convenience of Owners, Residents, Members, Users, and their invited guests only. The Member/User renting the Clubhouse must be in attendance for the entire duration of the event/activity, including the pre-event and post-event inspection. Member/User agrees that he or she will personally use the premises during the requested hours only.
 - 2. **Legal Activities Only.** Illegal activities are strictly prohibited on community property and common areas. Member/User shall not use the premises for any unlawful purpose. Doing so will cause Member/User to forfeit security deposit in its entirety and other legal ramifications.
 - 3. **Occupancy.** The maximum building occupancy must not exceed the number set forth and displayed in the rental rooms. The Great Room has a maximum capacity of 95 persons. The Meeting Room has a maximum capacity of 36 persons (furnishings may decrease this number).
 - 4. **Noise.** Member/User shall not make, or permit to be made, any disrupting noises, or do, or permit, any act that will unreasonably interfere with the rights, comforts, and convenience of other residents. Excessive noise that disturbs surrounding neighbors is not permitted. Members/Users will be charged according to the "Inspection Checklist" (Appendix C) if: (a) the police charge a Member/User for disturbing the peace; or (b) at least two (2) residents submit written noise complaints to the Manager within 48 hours of the rental.
 - 5. **Confined Use.** All functions, events, and activities are to be confined to the designated and rented area. Rental of the Clubhouse includes use of the Great Room and kitchen (as specified on the

Application), and does not include access to the meeting room (unless added to the rental agreement), utility rooms or fitness room. The meeting room may be rented separately.

6. Member/User Responsibility. Member/User agrees to assume any and all responsibility for any damage to the building, furniture, equipment, or property.
 7. Management/Staff Access. Management/Staff shall have free access to the event room(s) at all times. In the event Management/Staff deem the use or action of Members/Users, guests, or occupants to be undesirable, for any reason whatsoever, the Member/User agrees that all occupants will vacate the room(s) immediately.
 8. Management Responsibility. The Homeowners Association, Management/Staff is not responsible for the loss of any personal effects, dishes, equipment or food, and anything left after an event will be considered abandoned and disposed of by Management/Staff. Members/Users cannot store items overnight in the Clubhouse.
 9. Indemnity Clause. All Members/Users agree to indemnify and hold harmless Westphalia Row Homeowners Association, its employees, and agents from all losses, liability, damages, and expenses (including attorneys' fees) resulting from any injury or damage in any way associated with the use of the facilities.
 10. Alcohol. The use of alcoholic beverages shall be in accordance with the State and local ABC (Alcoholic Beverage Control) laws. Alcohol beverages and tobacco products must not be sold on the premises. Smoking and the use of tobacco products is strictly prohibited. All Members/Users must comply with all governing drinking age laws and requirements. No alcohol is permitted at any event attended primarily by underage individuals (50% or more minors in attendance). When alcohol is present at a function or event, a professional security guard may be required *if the Board of Directors deems necessary (see #12 Security)*.
 11. Insurance. To protect the HOA from damage costs and being liable for uncontrolled events involving outside entities, a Certificate of Insurance (COI) is required of any vendor the HOA or member/user retains. If a member/user elects to use a licensed contractor/vendor for their rental event, the contractor/caterer will need to provide a COI that names the HOA as an additional insured entity on the policy.
 12. Security. The Association may require professional security for any event *as determined by the Association/Management within their discretion*, particularly those involving alcohol and those hosted at a late hour. If deemed necessary, security must be provided by an approved Westphalia Row HOA security contractor and shall be arranged, scheduled, and paid for by the Member/User (an approved list of contractors will be provided to the renter). Once a security contractor is chosen, the security costs will be communicated to the renter and must be paid no less than 72 hours prior to the event date.
- B. EVENT USE RULES.** The following rules, in addition to the rules and regulations in this Agreement, apply to all use of the rented room(s) by Members/Users, their guests, and vendors. If a Member/User is found to be in violation or in non-compliance with any of the rules, then the Member/User may incur penalties, including, but not limited to, fines, fees, forfeiture of deposit, and/or be prohibited from renting the Clubhouse in the future.

1. All Members/Users must review the Westphalia Row HOA Clubhouse Inspection Checklist (Appendix C) with a Westphalia Row HOA representative before using the facilities to ensure that the room(s) is in good condition. The complete pre-inspections check lists signed by the Member/User and agent must be provided to management at least 48 hours before the event. If such documentation is not received by management as required, the User/Member shall forfeit their total security deposit. Members/Users should report any discrepancies to the Westphalia Row representative immediately.
2. The Member/User whose name appears on the Rental Application shall be present for the entire duration of the event, including the pre-event and post-event inspections.
3. All events and activities shall be confined to the approved rented space and room(s).
4. The event, including set-up and clean-up, must take place during the reserved time on the Application.
5. The fitness rooms, and meeting room are strictly off limits at all times (this excludes renters that have either added the meeting room to their rental package or are only renting the meeting room.)
6. Smoking is not permitted inside the building or on the grounds. This includes the outside and patio areas.
7. No decorations are to be hung on the walls, doors or windows at any time. No tacks, tape, or nails should be used.
8. Cooking is not allowed in the kitchen.
9. No fires, including open flame candles and sterno (canned heat) products for buffet heating, are permitted at any time.
10. Members/Users are not permitted to store items overnight in the Clubhouse before or after an event. The rental period must include all preparation, set-up, and clean-up.
11. Pets are prohibited with the exception of service animal(s).
12. All children under the age of 18 years must be accompanied by an adult at all times.

C. POST-EVENT RULES & GUIDELINES. After the event, the utilized rooms must be cleaned and returned to the original condition as herein described.

1. Member/User must be present and complete the Post-Event Inspection Checklist (Appendix C) with the Manager/Representative after the completion of the event. The post inspection checklist must be completed within 24 hours of the end of the reservation period. If such documentation is not received by management as required, the User/Member shall forfeit their total security deposit. Members/Users should report any discrepancies to the Westphalia Row representative immediately.
2. The Clubhouse has been cleaned prior to the Member/User's function and must be returned in the same condition.

3. The Clubhouse room(s) must be properly cleaned back to the original condition.
4. Clean-Up Includes, but is not limited to:
 - a. All furniture must be arranged back to its original order.
 - b. Wiping down of counter tops and tables.
 - c. All trash must be collected, bagged, and removed from the premises or placed in trash receptacles.
 - d. The floors (wood, carpet, tile, etc.) must be free of any foreign matter, including trash and stains from spills.
 - e. Bathrooms shall be cleaned and left in their original condition.
 - f. All lights, including those in the bathrooms, must be turned off.
 - g. All doors and windows must be closed and locked with the shades/blinds closed.
 - h. Windowsills must be free of foreign matter, liquids, and spills.
 - i. Walls, windows, ceiling, and pictures must be free of any foreign matter.
 - j. Event materials must be removed.
 - k. Items are not permitted to be stored in the Clubhouse overnight.

D. VIOLATIONS. In the event a Member/User does not restore the Clubhouse rooms(s) to the original, clean condition, or if any areas, internal or external, are in need of cleaning, repair, replacement, etc. as a result of the Member/User's usage, then the Member/User will be subject to the costs incurred, fees, and charges resulting therefrom. Member/User agrees to abide by all rules and regulations set forth in the Clubhouse Usage and Rental Agreement, and the Inspection Checklist (Appendix C). In the event the Member/User is in violation of any of the rules and regulations, he or she agrees to be solely responsible for the cost of repair, replacement, and cleaning.

Rule Violations. If a Member/User or his/her guests are in violation of any of the rules in this Agreement or on the Inspection Checklist (Appendix C), then the Member/User will be subject to the fee as detailed on the Inspection Checklist (Appendix C). If a rule violation results in damage or requires repair, replacement, or cleaning by the Association, then the Member/User will be subject to the penalty fee and solely responsible for any costs incurred therefrom as well as the Westphalia Row HOA Violation and Fine Policy. The Association reserves the right to restrict the Member/User from future use and rental of the Clubhouse.

Failure to Clean. If a Member/User fails to clean the facilities after an event, the Manager will schedule an emergency cleaning. Cleaning costs will be deducted from the Member/User's Security Deposit, and/or charged directly to the Member/User.

Damage Caused. Any damage to the facilities, furnishings, fixtures, or surrounding areas and grounds shall be deemed a violation of this Agreement. Only persons authorized by the Board of Directors shall make repairs to the facilities. All repair costs resulting from a Member/User's activity will be deducted from the Security Deposit and/or charged directly to the Member/User.

E. RAMIFICATIONS. Any areas, internal or external, in need of cleaning, repair, or replacement, as a result of the Member/User's usage will be repaired, cleaned, or replaced at the sole expense of the Member/User. Any charges incurred for cleaning, repair, replacement, or otherwise for the non-compliance or violation of the rules, shall be collected by the Member/User by any of the following means:

- Deduction or forfeiture of the Security Deposit;
- Collected from the Member/User;
- Billed against the Member's annual Association dues paid to Westphalia Row Homeowners Association;
- Prince George's County small claims court or higher court, if necessary.

Security Deposit. If the fees and charges described in this Section or the Inspection Checklist (Appendix C) shall exceed the Security Deposit, the Member/User will be charged an additional assessment to cover the difference. The assessment will be due and payable upon notification. The Association shall have the right to place such assessment as a continuing lien against the Member's property.

Right to Prohibit Future Use. In the event a Member/User violates the rules and regulations set forth herein, the Association reserves the right to prohibit any future use and rental by the Member/User and his or her guests.

Termination of Rental Function. The Community Manager or Westphalia Row HOA representative, at his or her discretion, may at any time terminate the rental function if he or she believes the activities of a Member/User or their guests, invitees, employees, agents, or licensees are in violation of the Rental Agreement, Westphalia Row Residential rules and regulations, County or State ordinances, or if the activities put the Clubhouse, property, Westphalia Row Community, or any persons at unusual risk, or if any law enforcement official requests termination. In such instances, no portion of the rental fee will be refunded, and the security deposit will be held pending an investigation and decision by the Westphalia Row HOA Board of Directors as to the appropriate penalty.

F. MEMBER/USER RIGHTS.

Clubhouse Usage and Rental Agreement. All Members/Users shall be entitled to receive a copy of and review the Clubhouse Usage and Rental Agreement (this document) prior to using the rented areas and room(s).

Clubhouse Inspection Checklist. All Members/Users shall be entitled to receive a copy of and review the Clubhouse Inspection Checklist (Appendix C) before assuming responsibility for the rented areas.

G. AGREEMENT STATEMENT.

This Agreement and the attached Appendices (A, B, and C) shall constitute the entire Agreement between the parties hereto, and no variance or modification thereof shall be valid or enforceable except by written supplement addendum executed and approved by the Board of Directors of Westphalia Row Homeowners Association. This Agreement between the Member/User and the Association regarding the subject matter stated herein supersedes all prior oral and written agreements, negotiations, understandings, and communications regarding such matters.

I HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THE WESTPHALIA ROW HOMEOWNERS ASSOCIATION CLUBHOUSE USAGE AND RENTAL AGREEMENT, AND THAT I HAVE READ AND UNDERSTAND THE RULES AND REGULATIONS CONTAINED THEREIN, AND AGREE TO BE BOUND BY THEM AS INDICATED BY MY SIGNATURE HEREINBELOW.

Member/User Signature: _____ Date: _____

Association Management: _____ Date: _____

Appendix A: CLUBHOUSE ROOM RENTAL RATES

Westphalia Row HOA Member			
	Security Deposit	Hourly Rate	Maintenance Fee
Rate for 6 or more hours	\$450	\$50	\$30
Rate for less than 6 hours	\$450	\$75	\$30
Meeting Room <i>* add on to clubhouse rental</i>		\$25	
Meeting Room- only <i>(cannot be scheduled during event)</i>	\$100	\$35	\$10
Westphalia Row HOA User			
	Security Deposit	Hourly Rate	Maintenance Fee
Rate for 6 or more hours	\$500	\$75	\$30
Rate for less than 6 hours	\$500	\$100	\$30
Meeting Room <i>*add on to Clubhouse rental</i>		\$30	
Meeting Room- only <i>(cannot be scheduled during event)</i>	\$150	\$45	\$15
<i>Note: Maintenance Fee is a one-time charge assessed per room rental. There is no maintenance fee for the meeting room add on.</i>			

Cancellation Fee: \$50.00

Cancellation fee only applies if the reservation is canceled less than seven (7) days prior to the date of the event.

Minimum Rental Fee:

All rental fees are for a minimum of two (2) hours.

Security Deposit:

The Security Deposit is due upon submission of the Application. It is returnable after the Post-Inspection is completed by management, and after all fees and fines are deducted. Refundable deposits will be returned within thirty (30) business days after the event. **The security deposit check or money order shall be written separate from the rental check.**

Rental Hours:

Party Rooms may be rented Monday through Sunday 10:00 a.m. to 10:00 pm (including set up and clean up)

Security:

- In some cases where alcohol is being served at the event, after review of the Rental Agreement by the Board, Security may be required at the discretion and recommendation of the Westphalia Row HOA Manager (and must be present for the entire event).

In the event that Security is required, the HOA will provide agent approved by Westphalia Row HOA security contractor and shall be scheduled, arranged, and paid by the Member/User at the contracted fee.

Events Going Beyond the Allocated Time:

Any events that continue beyond the reserved time will be assessed a one-time fee of \$100 plus an additional fee of \$50 for every 15 minutes the event continues past its scheduled time. Charges will be assessed to the HOA Member's account and subject to collections. No exceptions will be made.

Inclement Weather:

In the event of inclement weather where snowfall reaches at least two inches (2") in accumulation, all private party reservations will be automatically cancelled. Owners/Users may reschedule their event or obtain a refund of their deposit by contacting management. Refunds will be issued within thirty (30) days of the cancellation date.

Appendix B: ROOM RENTAL APPLICATION

RETURN COMPLETED APPLICATION TO THE MANAGEMENT OFFICE

Date of Event: _____

Time Requested: From: _____ to: _____ (includes allowance for set up and clean up)

Host's Name: _____

Host's Address: _____

Phone: (Home) _____ (Work) _____ (Cell) _____

E-Mail Address: _____

Event Type: _____

Event/Description: _____

Room(s) Requested: _____

Group Size: Adults: _____ Children: _____

Additional Notes:

Use of Kitchen () Yes () No

Folding Tables () Yes () No # _____

Folding Chairs () Yes () No # _____

Will Alcohol be Served () Yes () No. If Yes, will there be children under the age of 21 in attendance at the event? () Yes () No. If Yes, percentage of those aged 21 and under _____ . (Please read Section 4)

I HAVE READ AND UNDERSTAND THE CLUBHOUSE RULES AND REGULATIONS ATTACHED AND AGREE TO BE BOUND BY THEM AS INDICATED BY MY SIGNATURE HEREIN.

Host's Signature: _____ Date: _____

For Completion by the Westphalia Row Homeowners Association Management

Deposit Amount: _____ Date Paid: _____

Rental Fee: _____ Date Paid: _____

Maintenance Fee: _____ Date Paid: _____

Security Required: () Yes () No Company: _____

Approved: _____

The Westphalia Row HOA Association Manager

Comments/Notes: _____

Please Note: The Westphalia Row HOA Clubhouse is under video surveillance at all times.

**PAYMENT SHOULD BE MADE BY CASHIER'S CHECK OR MONEY ORDER
AND SHOULD BE MADE PAYABLE TO: WESTPHALIA ROW HOA _____**

Appendix C: CLUBHOUSE INSPECTION CHECKLIST

Pre-Event	Rule	Compliance Post-Event	Non-Compliance Fee
NO / YES	Doors and windows closed/locked.	NO / YES	Loss of security deposit
NO / YES	Windowsills free of foreign matter, liquid and spills.	NO / YES	\$50.00
NO / YES	All floors (wood, carpet or tile) vacuumed and free from any foreign matter, to include trash and stains from spills.	NO / YES	\$50.00
NO / YES	All furniture returned to the original configuration and clean.	NO / YES	\$50.00
NO / YES	Walls, windows, ceiling and pictures free from any foreign matter. Event materials removed.	NO / YES	\$25.00
NO / YES	Kitchen clean, refrigerator empty and event materials removed.	NO / YES	\$25.00
NO / YES	All toilets flushed, bathroom counters are clean and all trash removed.	NO / YES	\$25.00
NO / YES	All additional chairs and tables are clean, folded and returned to the proper place.	NO / YES	\$50.00
NO / YES	The association accepts no liability for the Optional use of available clubhouse utensils/equipment. However, the user is responsible for damage to stated items.	NO / YES	Loss of security deposit
NO / YES	All trash has been collected and placed in the containers at the trash receptacle. Bags on the ground are unacceptable	NO / YES	\$50.00
NO / YES	No access to the exercise room.	NO / YES	Loss of security deposit
NO / YES	No smoking in the building & surrounding.	NO / YES	Loss of security deposit
NO / YES	All event materials have been removed from the interior and exterior of the building.	NO / YES	\$50.00
NO / YES	Renters, guest and employees may not roam around the interior/ exterior of the Community Center.	NO / YES	\$50 per hour per area

NO / YES	Person responsible for renting the room must complete checklist before and after room usage.	NO / YES	\$50.00
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Any Member/User not in compliance with the rules and regulations set forth in the **Westphalia Row HOA** Clubhouse Usage & Rental Agreement will be assessed the non-compliance fee as listed above. Member/User acknowledges and agrees that the Fee Schedule herein is the projected cost to repair, clean, or replace a violation, and while the Association will attempt to adhere to the Fee Schedule herein, if the cost of resolving the issue (e.g. cleaning, repairs, etc.) is higher than the fee listed, the Member/User will be responsible for the difference and assessed accordingly, with the fee being deducted from the Security Deposit.

Signature of person responsible for renting the room:

Refund Security deposit to:

_____ (Before)

Name: _____

_____ (After)

Address: _____

Signature of monitor on duty: _____

Sponsor: _____

_____ (Before)

_____ (After)

Date: _____ Room Rented: _____ Time In: _____ Time Out: _____