

Sturbridge Plantation Park Clubhouse Reservation Contract

THIS CONTRACT is made as of this ____ day of _____, 20____, by **STURBRIDGE HOMEOWNERS ASSOCIATION, INC.**, a non-profit organization, organized and existing under the laws of the State of Alabama (hereinafter referred to as “*Association*”) and _____, (hereinafter referred to as “*Member*”).

BACKGROUND

The Association now has available for the benefit of its’ members room and kitchen facilities at its Plantation Park Clubhouse (“*Clubhouse*”) suitable for a variety of parties and similar functions. Member wishes to hold a function at the Clubhouse.

AGREEMENT

For and in consideration the mutual promises, terms and covenants herein contained, each of the parties, intending to be legally bound hereby, mutually agrees as follows:

1. RESERVATION, DEPOSITS AND PAYMENTS.

Your tentative space reservations and personal license to use the Clubhouse is outlined below:

| | |
|---------------------------------|--|
| Event Date..... | _____ |
| Beginning and Ending Times..... | _____ |
| Type of Event or Function..... | _____ |
| Maximum Number of Guests..... | _____ |
| Music or Entertainment: | Yes / No _____ |
| Food or Beverage To Be Served: | Yes / No _____ |
| Special Conditions: | _____ |
| <hr/> | |
| Reservation Fee..... | \$ _____ |
| Security Deposit..... | \$350.00 |
| Key Deposit..... | \$ 35.00 |
| Cleaning Service Fee..... | <u>Included in rental price</u> |

Pool Deck (has) (has not) been reserved as a part of this rental.

(Manager’s Initials Required)

(Member’s Initials Required)

Swimming Pool (has) (has not) been reserved as a part of this rental.

(Manager’s Initials Required)

(Member’s Initials Required)

Member must also be a Sturbridge Plantation Park Pool member to reserve the pool or pool area. No reservation of the pool shall be valid without Member’s written acknowledgement of his receipt of the Sturbridge Plantation Park Pool Rules and Regulations.

Reservations are made in 4 hour increments unless approved in advance by the Clubhouse Manager. All events must end by 10:00 p.m., unless otherwise expressly provided herein. Additional usage will be billed on a pro rata basis. Current Clubhouse Rules do not permit reservations to be made more than six (6) months in advance. However, if the function is more than three (3) months after the above rates, fees or prices have been agreed upon, any increases in Associations Clubhouse costs may result in a dollar for dollar increase in price.

The Clubhouse will be used for the above stated function, event or purpose. Functions shall not impede, inconvenience or interfere with any of the Associations scheduled activities that day. **The undersigned Member hereby certifies that he or she is a resident of Sturbridge Plantation and that he or she will personally attend the affair and be present at all times during the hours reserved as stated above.**

In order to confirm your space reservation, please sign and return a copy of this CONTRACT acknowledging the receipt and review of the Clubhouse Rules and Regulations together with the previously outlined deposits totaling **\$385.00**. Should it become necessary for you to cancel, you will be charged as follows:

| <u>Notice Prior to Function</u> | <u>Charge to Member</u> |
|---------------------------------|-------------------------|
| 10 or More Than 10 Days | No Charge |
| Less than 10 Days | \$50.00 |

“Estimated charges” include reservation fee and all other amounts agreed to be paid hereunder. Where amounts are not specified, Association’s rate schedule will apply. The Association reserves the right to waive cancellation fees in emergency situations at the discretion of the Clubhouse Manager.

- A. Reservations.** Set up and take down time for an event is a part of the reservation time. Therefore, any time needed for set up and take down for an event must be within the designated reservation time. Members will not be allowed to enter the Clubhouse until their designated reservation time. **In the event that Member or Member’s guests enter the Clubhouse prior to the reservation time, the Member will be billed for the time at a rate of \$25.00 per hour.** All events must end at the designated reservation time. If a Clubhouse event continues past the designated reservation time and the cleaning service is unable to access the facility as scheduled, there will be an additional fee of \$75 taken from the Member’s Security Deposit. **No exceptions.**
- B. Key Deposit.** Members must return the clubhouse key to the Clubhouse Manager by 4:30 pm the next business day after the reservation date. Failure to comply or make alternate arrangements with the Clubhouse Manager will automatically result in the forfeiture of the \$35 key deposit. After hours, keys may be placed in the Clubhouse lockbox. **The cleaning service providers are not permitted to accept the return of a Clubhouse key.**
- C. Payment.** The Reservation Fee and remaining balance of estimated charges are due the day that you pick up the key from the Clubhouse Manager.

2. **CLUBHOUSE RULES/RESPONSIBILITIES OF MEMBER.**

- Member will comply, and insure the compliance of all persons in attendance, with all applicable laws, rules and regulations, ordinances, including without limitation any and all federal and state alcoholic beverage laws and any local noise ordinances.
- Member agrees to supply at its own cost all food and beverages, linens and decorations unless other arrangements are made with the Association. Dishes, cutlery, silverware, glassware and other utensils and equipment as set forth on the Clubhouse Inventory Checklist is available for use in connections with the function and is the responsibility of the Member during its usage and possession of a Clubhouse key.
- The Homeowners' Association staff will not sign for any rentals (i.e. tables, chairs, etc.). The Member must be present to sign for all rentals. No rentals may be stored overnight. Rentals may only be delivered during the time of the reservation and must be picked up prior to the end of the reservation. The Sturbridge Homeowners' Association is not responsible for any items left on-site after the reservation. Items that are left inside the Clubhouse after the reservation time may be placed outside the Clubhouse in a non-secure area. Any cost associated with relocating items left in the Clubhouse will be taken out of the Member's security deposit.
- Member is responsible for any and all damages to the Clubhouse or property of the Association that occurs during the terms of this Contract, and will pay for all costs of restoration, replacement or repair of the same.
- No decorations may be nailed or taped to the wall. All decorations (balloons, streamers, indoor and outdoor signs, etc.) must be removed by the homeowner at the end of the event.
- Furniture may be moved to better accommodate the Members needs with the understanding that the Member is responsible for placing furniture in its original location. **Failure to return said furniture to its original location will result in \$50 being deducted from security deposit.**
- Use of candles inside the clubhouse is prohibited.
- Use of the fireplace must be approved in advance by Management.
- The refrigerator and freezer must be cleaned out at the end of your event.
- The Association has folding tables and chairs, which are located in the storage closet to the right of the fireplace. The folding tables and chairs may be utilized for homeowner events but they must be returned to their original location at the end of the event.

- Music and noise that is part of the function or event must be contained within the confines of the Clubhouse, excluding the sanctioned events or as otherwise approved by the Clubhouse Manager. **All music must conclude by 10:00 p.m.**
 - The swimming pool and gated area are not considered part of the Clubhouse reservation unless specifically noted hereinabove by the Clubhouse Manager. **In any event, SWIMMING AND/OR THE USE OF THE POOL DECK IS PROHIBITED UNLESS A LIFEGUARD ENGAGED BY THE ASSOCIATION IS ON DUTY.**
3. **RIGHTS OF ASSOCIATION.** Clubhouse Manager and authorized representatives of the Association may enter the Clubhouse at any time.
 4. **ALCOHOLIC BEVERAGES.** Member will not serve alcoholic beverages to minors or to visibly intoxicated persons. Member shall indemnify, defend and hold Association harmless from all claims and liabilities arising out of the service or consumption of alcoholic beverages at the function.
 5. **NO SMOKING POLICY. SMOKING IS PROHIBITED IN THE CLUBHOUSE BUILDING AND POOL DECK AREA.** Evidence of smoking will result in forfeiture of the security deposit. Member will not serve or permit minors to smoke. Member shall indemnify, defend and hold Association harmless from all claims and liabilities arising out of the violation of this policy.
 6. **CLEANING POLICY.** Effective April 1, 2008, the Association will provide in its rental cost, a professional cleaning service, which will arrive on the premises after rental time has ended to thoroughly clean the Clubhouse. If it is determined by the cleaning service that any damage has occurred, the cleaning service will document the issue(s) with photographs and turn it into the office on the following business day. The Security Deposit shall be utilized to offset the actual costs incurred by the Association in cleaning the Clubhouse or repairing any damage or replacing any missing or stolen items. If the actual costs of the aforesaid exceed the Security Deposit, the Association shall bill the individual or group who reserved the Clubhouse, and they shall immediately reimburse the Association for these costs. If the costs are not reimbursed within ten (10) days of receipt of the bill, the member(s) whose name(s) the reservation is in shall be barred from further use of the Clubhouse until the charges are reimbursed, and the person shall be responsible for all costs of collection, including a reasonable attorney's fee incurred by the Association in enforcing any of this Contract or collecting any unpaid amounts owed hereunder.
 7. **RULES AND REGULATIONS.** Member shall be bound by all of the Rules and Regulations of Association pertaining to the Clubhouse equipment and facilities. These rules and regulations may be changed, amended or supplemented at the sole discretion of Association and its Directors.
 8. **HOLD HARMLESS: FAILURE OF SERVICES.** Member for himself or herself, and on behalf of all persons who will be on the premises for the aforementioned function or event, hereby agrees to hold harmless, defend and release and forever discharge Association, Southern Boulevard Corporation, any of its parent or

subsidiary companies, and any of their respective employees, and agents, directors, and officers from any and all claims and/or damages resulting from Member's license to use the Clubhouse, its equipment and facilities, and the premises.

Association shall not be liable for any damage, loss, compensation or claim by reason of inconvenience to Member or any of its guests if the same is due to circumstances beyond the control of Association, including but not limited to (a) the failure of Association to supply water, gas, electricity or other utility; (b) the breakdown in or mechanical failure of the air conditioning, or heating equipment or any kitchen or other equipment; (c) the necessity to repair any portion of the building's interior, exterior or surrounding grounds; (d) the interruption in the use of the Premises; (e) destruction of the Premises. The sole liability of Association to Member for failure for any reason to perform its obligations hereunder, in whole or in part, shall be limited to return of monies paid in advance by Member where specifically provided for herein. The maximum liability for Association for any damage, loss compensation or claim by a Member or his or her guest due to the Association's breach of this Contract is limited to the total funds paid to Association pursuant to this Contract. It is hereby understood and agreed that Member shall be responsible for obtaining any and all insurance for both persons and/or property for Member's use of the Clubhouse hereof.

9. **ARBITRATION.** All disputes, claims, or controversies arising from or relating to this Contract or relationships which result from this Contract, or the validity of this arbitration clause or the entire Contract, shall be resolved by binding arbitration by one arbiter selected as follows unless the parties agree otherwise in writing. If an arbiter is required, the Association and Member, or their representatives, shall each within a thirty (30) day period appoint an American Arbitration Association ("AAA") arbiter. The two arbiters so appointed shall appoint a third arbiter. The third arbiter so appointed shall promptly cause this matter to be resolved under the rules of the AAA. If, for any reason, the two arbiters appointed by the parties are unable to agree as to a third arbiter within thirty (30) days after the need of such third arbiter, then the third arbiter shall be selected pursuant to the rules of the AAA. The undersigned parties shall each bear the cost of their appointed arbitrators while the cost of the third arbiter, if needed, shall be borne equally by the parties. The parties hereto agree that this arbitration Contract shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1. Judgment upon the award rendered may be entered in any court having jurisdiction. Those parties agree to and understand that they chose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes through a court, but that they prefer to resolve their disputes through arbitration, except as provided herein. **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION.** The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort and property disputes, will be subject to binding arbitration in accord with this Contract. The parties agree and understand that the arbitrator shall have all powers provided by law and this Contract. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything hereunto the contrary, the Association retains an option to use judicial and non-judicial relief to enforce any collection, attachment or enforcement action, including

actions required by state law to perfect and enforce any liens, relating to any and all monies owed to the Association pursuant to this Contract by Member. Such judicial relief would take the form of a lawsuit. The instruction and maintenance of an action of or judicial relief in a court to collect monies owed, or to obtain a monetary judgment, or to enforce the lien power of the Association shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration under this Contract, including the filing of a counterclaim in a suit brought by the Association pursuant to this provision.

10. MISCELLANEOUS.

- a. **Entire Contract.** This Contract, and the addendum to be attached hereto, contain all of the covenants, understandings, agreements and stipulations between the parties, and supercede all prior agreements or understandings, written or oral. No amendment to this Contract shall be binding unless dated and executed by both parties bound hereby except any amendments or revisions to the bylaws, rules and regulations of the duly adopted and approved by the Board of Directors of Sturbridge Homeowners Association, Inc.
- b. **Survival of Obligations.** Notwithstanding anything to the contrary set forth herein, the rights and the obligations hereunder shall survive the Reservation Date.
- c. **Attorneys Fees.** Member shall be responsible for any legal fees required in connections with the execution and enforcement of this Contract. Notwithstanding, Member shall, on demand, pay or reimburse Association for (i) all costs and expenses (including fees and disbursements of legal counsel, court costs and other expenses) incurred after the date hereof, and indemnify, defend and hold Association harmless from and against all losses suffered in connection with, arising out of, or in any way related to (A) protecting, preserving, exercising or enforcing any of the rights of Association under this Contract, and (B) the collection of any payment or monies due Association under this Contract, or the performance of any Member's obligations hereunder, and (iii) any claim (whether asserted by Member, or any other Person) and the prosecution and defense thereof, in any way arising under, related to or connected with this Contract or the relationship established thereunder, to the extent permitted by law.
- d. **Exhibits and Schedules Incorporated.** All Exhibits and Schedules referenced herein are incorporated herein by reference.
- e. **Waiver.** The waiver of any breach or default of any term or condition of this Contract shall not be deemed a waiver of any subsequent breach or default whether of like or different nature. Each party shall have the right at all times to enforce the terms and conditions of this Contract in strict accordance with the covenants hereof notwithstanding any conduct or custom on its part in refraining from doing so at any time or times.
- f. **Binding Agreement.** This Contract shall be legally binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives and/or

successors; however, it shall not be assigned without the written approval and consent of the other party.

- g. **Law and Interpretation.** The interpretation and construction of this Contract shall be governed by the law of Alabama, without giving effect to the principles of conflicts of laws. Pronouns referring to any gender shall be deemed to refer to all genders, and the singular shall include the plural, and vice-versa, as the context may require. The headings of the various provisions of this Contract are for the ease of reference only, and shall be disregarded in interpreting the provisions hereof. The invalidity of unenforceability of any portion of this Contract shall not affect the balance of the Contract.

11. SPECIAL PROVISIONS *(if left blank, then there are none):*

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed in counterparts as of the day and year first noted above. Member's signature below also acknowledges receipt of a copy of this contract on the date beside his or her signature.

STURBRIGE HOMEOWNERS ASSOCIATION, INC.
an Alabama non-profit corporation

Date: _____

By: _____
Authorized Signatory

MEMBER:

Date: _____

Signature: _____
Print Name: _____
Print Address: _____
Phone Number: _____

REMINDER: FAILURE TO RETURN THE KEY BY 4:30 PM THE FOLLOWING BUSINESS DAY OR MAKE ALTERNATE ARRANGEMENTS DEEMED ACCEPTABLE BY MANAGEMENT WILL RESULT IN THE AUTOMATIC FORFEITURE OF THE \$35 KEY DEPOSIT.

**ACKNOWLEDGMENT OF RULES
HOLD HARMLESS AGREEMENT**

I, _____, am a member of the Sturbridge Homeowners Association, Inc. (“Association”), and am desirous of using the Sturbridge Plantation Park Clubhouse for an event to be supervised by me and my appointees. I have received and agreed to the Rules and Regulations of the Sturbridge Plantation Park Clubhouse. I agree and understand that I am personally liable for the actions of my guests and other invitees, including other Members of the Association. I further agree to indemnify and hold harmless the Association, its Directors, its Members, its employees, its agents, Alfa Properties, Incorporated, its parent, subsidiaries, affiliates, and any of their respective agents and its employees from any and all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind and nature, from any injury and damage to me, my guests, or invitees resulting from my use of the Clubhouse.

Member Signature

Date: _____

Address: _____
Montgomery, Alabama 36116

CLUBHOUSE KEY SPECIAL NOTICE!

THE KEY ISSUED TO ME IS TO BE USED AT NO OTHER TIME OTHER THAN DESIGNATED TIME INDICATED ON THE CONTRACT.

I UNDERSTAND IF I TRY TO USE THE KEY AT ANY OTHER TIME AND SET OFF THE ALARM I WILL BE CHARGED THE FEE BILLED TO THE CLUBHOUSE BY THE POLICE DEPARTMENT. I WILL REIMBURSE STURBRIDGE HOMEOWNERS ASSOCIATION BY DIRECT PAYMENT OR I WILL FORFEIT THAT PART OF MY DEPOSIT.

(Homeowner's Signature)

(Date)

Revised March 19, 2008