

ATTENTION:

THE RENTAL CONTRACT HAS BEEN REVISED AS OF 1/1/2013

PLEASE TAKE SPECIAL NOTE OF ITEM 6 – NOT ALLOWING THE POOL TO BE USED IN CONNECTION WITH A RENTAL.

ALSO PLEASE NOTE ALL CHECKS MUST BE REMITTED FROM A FOSTERS POINTE RESIDENT

Foster's Pointe Homeowner's Association (FPHA)
Rules and Regulations for Use of the Clubhouse

1. The clubhouse property is for the exclusive use and enjoyment of the Foster Pointe Homeowner (FPHA) in 'good standing' and their guest. A FPHA member not in 'good standing', may reserve once status changes to 'good standing'. A Foster's Pointe homeowner must be present and remain at the event until over. No member may reserve the clubhouse for non-residents use. Failure to comply with this rule may forfeit deposit and may disqualify homeowner future use of clubhouse. _____
2. An adult, over the age of 21, FPHA resident, must be present AT ALL TIMES to supervise and take responsibility for any function. The FPHA member hosting any gathering assumes all financial and legal responsibility for all guest and their activities. Teenage parties must be supervised by adult FPHA member; one to every 15 teens. _____
3. The clubhouse rental is by reservation only. Reservations will be taken on 'first-come, first-serve' basis, not more than 11 months in advance, subject to FPHA functions and holiday, and ultimately the sole discretion of the elected FPHA Board of Trustees. _____
4. Each FPHA member renting the clubhouse will sign a rental agreement prior to confirming reservation of the facility. The rental fee, as well as security deposit of \$200 must accompany the rental agreement. Both checks should be made payable to 'Foster's Pointe Homeowner's Association.' The security deposit shall be refunded after inspection of the clubhouse premises, facilities and surrounding areas are in the same condition prior to. Any cost incurred by FPHA for clean-up, repair, replacement or damage expenses caused by anyone at the event/function, shall be deducted from but not limited to the security deposit. FPHA member accepts liability of additional costs exceeding the amount of the security deposit. All items on 'Clubhouse leaning/usage checklist' must be attended to or subject to reduction in refund. (See clubhouse cleaning/usage checklist). _____
5. Upon availability of the requested rental date, receipt of rental fee, security deposit and signed rental agreement, the FPHA member will receive the keys after inspection checklist of facilities prior to the scheduled event. The key must be returned to the FPHA rental agent by the agreed time at the clubhouse for post-inspection with FPHA renter. Failure to return the key will result in \$25.00 per day key assessment. After four day, the resident will be responsible for all costs involved for getting new locks and keys for the clubhouse. FPHA renter will be responsible for damages that occur to the clubhouse during the entire period the FPHA renter retains possession of the clubhouse keys. _____
- 6. The pool may NOT be used as part of the rental.** _____
7. The clubhouse rental agent and or FPHA Board of Trustee members and or village police/sheriff retain the right to be admitted to the clubhouse during any function in order to insure proper protection of the facility.

8. Music and/or any other noise must be kept at a level that it cannot be heard in the surrounding homes to the area. _____
9. Due to the clubhouse security system schedule, do not enter the clubhouse before 7:00AM and you must vacate by 2:00AM. No residents/guests may remain in the clubhouse all night. _____

10. The FPHA clubhouse is a non-smoking facility. No smoking is permitted with the clubhouse at any time. _____
11. State liquor laws shall be complied with fully at the clubhouse. No alcoholic beverages may be provided to anyone under the age of 21. There will be no selling of alcohol. _____
12. Maximum Occupancy permit determined by local fire department is 215 persons. _____
13. Absolutely no furniture is to be removed from the clubhouse. _____
14. There will be no candles burning inside the clubhouse. _____
15. There will be no pets allowed in the clubhouse area. _____
16. There will be no nails, staples or tacks used to attach things to the interior or exterior walls of the clubhouse. Tape is recommended to finished wood or laminate surfaces and must be removed by renter _____

Failure to comply with any of the above may result in forfeiture of deposit

FPHA Homeowner Name: _____
Home Number: _____ **Cell:** _____
E-mail Address: _____
Address: _____
Type of Function: _____
Date requested: _____ **Time:** _____
Food served: _____ **Liquor served:** _____ **Decorations used:** _____

The homeowner will be responsible for adherence to the rules and regulations for the use of the clubhouse as applicable and attached to this form. Violation of this agreement may result in forfeiture, whole or in part of the deposit as determined by clubhouse rental agent and/or FPHOA Board of Trustees.

It is understood that the FPHA, its board of Trustees, officers, committee members, agents and employees shall not be liable for injury to persons or property occurring in or about the premises for any cause whatsoever. The homeowner agrees to assume all the liability for property, bodily injury, or other damages created by the actions of the homeowners, their guests, and invitees during the rental period. Such actions include but are not limited to the use of alcohol by minors or any other illegal conduct. The owner agrees to hold the FPHA harmless from any and all claims, cost, liability or action arising out of the homeowner's use of the clubhouse.

Fees:

Security Deposit (required) \$200 Check No. _____ **Date paid** _____
Please include a self addressed stamped envelope for return of the deposit check.

Clubhouse rental fee (Choose one)

Fri-Sun \$100/day Check No _____ Date paid _____

Mon-Thur \$50/day Check No _____ Date paid _____

ALL CHECKS MUST BE FROM A RESIDENT OF FOSTERS POINTE. ANY CHECKS FROM ANY OTHER PARTY WILL BE RETURNED. YOUR EVENT WILL NOT BE BOOKED UNTIL PROPER PAYMENT IS RECEIVED.

By signing below, I understand and agree to abide by the regulations set forth by the Foster's Pointe Homeowner's Association.

FPHA member signature:

_____ **Date:** _____

FPHA agent/Board member signature:

_____ **Date:** _____