

## RULES AND AGREEMENT FOR USE OF CLUBHOUSE PEPPERGRASS HOMEOWNERS' ASSOCIATION

1. The clubhouse should be considered an extension of your home it should be cared for and used in the same manner.
2. Only residents of Peppergrass may use the clubhouse facility. **It may not be used for political or profit making functions.** Persons who rent or lease a home in Peppergrass may use the facilities ONLY after the Association has received a properly signed and acknowledged "Delegation of Rights and Assumption of Liability" from the responsible homeowner.
3. The resident who engages the Clubhouse must remain on the premises throughout the entire time of usage, including clean up.
4. Other participants in Clubhouse activities must be guests of the Peppergrass resident reserving the facility.
5. Because of the close proximity to residences, loud or boisterous activity is prohibited. Activities shall not invade the privacy of the surrounding neighbors, and all activities shall be conducted within the recreational facilities, and the rules and regulations applicable to the recreational facilities shall apply to everyone attending the function. No live bands are allowed. **Guests of the resident reserving the clubhouse shall not use the pool facilities or the tennis courts.**

The Property Manager or any Director may request any person violating the provisions of this agreement to leave the common areas of Peppergrass. Any person failing or refusing to comply with such request shall be considered a trespasser and shall be treated accordingly.

6. The resident reserving the Clubhouse shall be responsible for cleanup of the Clubhouse and premises. Cleanup shall include, but is not necessarily limited to the following:
  - a. vacuuming/sweeping all floors
  - b. wiping clean all counter tops, tables, kitchen sinks and any other soiled areas
  - c. cleanup of all food and/or drink spills including removal of all spots on carpet and upholstery
  - d. pick up trash inside and outside. Trash must be placed in resident's own containers and removed from the premises. **DO NOT LEAVE LEFT OVER FOOD OR BEVERAGES. TAKE IT WITH YOU!!!!**
  - e. return folding tables and chairs to storage areas, and leave other furniture arranged as found
  - f. clean bathrooms & secure the building by turning off lights and appliances and locking all doors
7. Residents may use available cleaning supplies and equipment at the Clubhouse. If none are available, residents must provide their own. **CLEANUP** must be completed no later than 12 hours after the end of the event, or before the scheduled beginning of another event, whichever comes first. **AFTER THE CLEANUP DEADLINE, AN INSPECTION WILL BE MADE WITHIN 72 HOURS.**
8. Each resident who uses the Clubhouse shall be responsible for any damage or loss caused by any member of his/her party. The resident assumes full financial responsibility for any repair or replacement in excess of the deposit. Any damage or loss should be reported at time key is returned.
9. The Clubhouse shall be reserved on a "first come, first served" basis. To reserve the Clubhouse, contact the Property Manager's office at (812) 336-6246 (leave message) to check availability on desired date and time. This agreement must be signed and deposits of \$35.00 (rental fee) and \$75.00 (cleaning fee) made to reserve the Clubhouse. The deposit of \$75.00 will be fully refunded as long as no additional cleaning is needed. Homeowners may form interest groups for use of the clubhouse. These groups must be approved by the

Peppergrass Board and must be open to all association members. No rent or deposit will be required for regular meetings of such groups. The homeowner who accepts responsibility for leadership of such groups shall be responsible for fulfilling all of the rules for use of the clubhouse.

10. The key may be checked out during the scheduled office hours not more than 10 days before the scheduled date. Keys are to be returned within 2 days after the Clubhouse is used. Failure to return the key will result in an assessment against the unit owner in an amount sufficient to pay for rekeying the locks and replacing all existing keys for the locks. For convenience, key may be deposited in the clubhouse drop box.

11. No parking in front of mailboxes or on the grass.

12. All persons must vacate the Clubhouse no later than 12:00 p.m.

13. Peppergrass Homeowners' Association is not responsible for personal effects of persons using the Clubhouse, or for their illegal acts.

## Clubhouse Rental Agreement

**This facility may not be used for political or profit making functions.**

Reserved by \_\_\_\_\_

Address: \_\_\_\_\_

Phone \_\_\_\_\_ Date reserved \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

Number expected: \_\_\_\_\_ Will liquor be served? Yes\_\_\_ No\_\_\_

Will food be served? Yes\_\_\_ No\_\_\_

I/WE THE UNDERSIGNED, HEREBY AGREE TO THE ABOVE RULES AND ASSUME FULL LIABILITY FOR ANY DAMAGE DONE TO THE FACILITY AND INDEMNIFY THE ASSOCIATION FOR ANY LOSS OR ACTION ARISING FROM MY/OUR USE OF THE FACILITIES. I/WE ALSO UNDERSTAND THAT MISCONDUCT ON THE PREMISES OR MISUSE OF THE FACILITIES MAY RESULT IN THE SUSPENSION OF MY/OUR RIGHTS TO FUTURE USAGE OF THE FACILITIES.

I/WE AGREE THE FACILITY WILL NOT BE USED FOR POLITICAL OR PROFIT MAKING PURPOSES.

Signature of resident \_\_\_\_\_

This agreement cannot be assigned, amended or modified without the express written consent of both parties to the agreement.

The receipt of a deposit of \$\_\_\_\_\_ is acknowledged.

Signature of resident \_\_\_\_\_ Date \_\_\_\_\_

Signature of Manager \_\_\_\_\_ Date \_\_\_\_\_

Receipt of key # \_\_\_\_\_ is acknowledged by \_\_\_\_\_ on \_\_\_\_\_

Return of key # \_\_\_\_\_ is acknowledged by \_\_\_\_\_ on \_\_\_\_\_

Inspection results:

Floor cleaned- \_\_\_\_\_

Kitchen area \_\_\_\_\_

Furniture \_\_\_\_\_

Restrooms \_\_\_\_\_

All doors locked \_\_\_\_\_

Other \_\_\_\_\_

### INSTRUCTIONS:

1. Submit 2 checks, both payable to Peppergrass Homeowners' Assn. One in the amount of \$35 (which is for renting the clubhouse and will be cashed) and the other in the amount of \$75.00 (which is a cleaning deposit and will not be cashed unless it is necessary to send someone in to clean after you).
2. Sign the rental agreement form where it says "Signature of Resident".

*Updated 12/11/2014*

*Updated 9/2016*