

3 Cherry Way Homeowners Association Community Center Reservation Form and Use Agreement

Name of Resident Member(s): _____

Address: _____ Email: _____

Phone numbers (H): _____ (W): _____ (C): _____

Date Requested: _____ Day of the Week: _____

Time Requested: (from) _____ (to) _____

Number of People: (Adults): _____ (Children 1 to 13 yrs.): _____

By signing below, Resident Member certifies that he/she has read the Use Agreement and is familiar with its provisions and rules and agrees to comply with and be bound to the Use Agreement. All written requests must be accompanied by a signed 3CW Community Center Reservation/Use Agreement form and Event Insurance certificate at least 15 days in advance of event date. Approval is not granted until signed by two individuals indicated in the spaces below. No person has the authority to change any of the terms of the Use Agreement, which may be modified only in writing by the 3CW Board.

Resident Member(s) signature(s): _____

Date: _____

Approvals

Date Approved: _____ Day of the Week: _____

Time Approved: (from) _____ (to) _____

Number of People: (Adults): _____ (Children 1 to 13 yrs.): _____

3CW Community Center Chair: _____

Resident Member(s) Initials: _____

Adopted: 09-13-2022
FORM_2022-002a

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Written Requests

- All requests for the private use of the 3CW Community Center will be provided in writing using the approved Reservation Form to the Community Center Committee (CCC) chair at least 15 days in advance of the requested event Reservation Date. The CCC will be responsible for providing a copy of the written request to a 3CW Board representative. **3CW Board reserves the right to: (i) deny a reservation request; (ii) reschedule any event Reservation Date; or (iii) cancel an approved event at any time.**
- Requests can only be made by current 3CW resident members in good standing with no outstanding balances owed or other recorded violations to the 3CW HOA (“Resident Members”).
- Requests will be taken on a “first come, first serve” basis, subject to availability.
- Use of the 3CW Community Center will be limited to one event per Resident Member (including extended family) in a 6-month period.
- All events are subject to an occupant maximum of 110 with tables or 236 without tables, based on an age of 8 and older.
- For any children’s events (for ages 8 and under), the resident Family agrees to maintain an adult (of at least age 18) to child ratio of at least 1 adult per 5 children.
- The 3CW Community Center will be reserved subject to availability and contingent upon receipt of the Deposit and Use Fee (Checks or money orders made payable to 3CW HOA), signed Reservation / Use Agreement, and host event liability insurance.
- All requests are subject to the review and written approval the CCC and a representative from the 3CW BOD. The request is not approved until the proper and authorized persons have reviewed and signed the form. There is no verbal approval or approval by anyone other than those authorized by the Board to grant approvals.
- For everyone’s protection, no person has the legal authority to change the terms and conditions of this User Agreement. Only the Board can approve changes to the terms and conditions under which the 3CW Community Center may be used privately, and then only in writing.
- A Deposit and Use fee (as determined by 3CW Fee Schedule), will be required to be paid at least 10 days in advance of the event in the form of a check or money order payable to 3CW HOA.

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- The rental of the 3CW Community Center DOES NOT include the right to use any surrounding common areas or facilities, including but not limited to the 3CW pool, pool deck, 3CW Library, or 3CW Fitness Center.
- The Resident Member must always be present at the event from check-in to checkout.
- No event will be permitted to extend beyond 10:00 p.m. on the event Reservation Date.
- No excessive noise or disturbance to other 3CW residents is permitted. Any complaints of a major disturbance may result in the termination of the event and loss of Deposit. Any member of the 3CW CCC or Board reserves the right to stop an event at any point.
- The 3CW Community Center, or any adjoining 3CW property or common areas is not to be used for income or other commercial purposes.
- The Board and its representatives may deny use of the 3CW Community Center for events that it feels in its sole discretion may be unsafe, unwelcome, offensive, or otherwise not in the collective best interests of the community and its residents.
- Failure to provide a signed 3CW Community Center use agreement form, Deposit/Use Fee, and insurance rider by the applicable deadline may result in loss of the Reserved Date of the event.
- The Use Fee is non-refundable.
- The Deposit refund will be subject to the inspection of the 3CW facilities by the CCC after the conclusion of the event, and the completion (and execution) of the Inspection Checklist. The deposit is refundable upon confirmation by an authorized representative (CCC and/or 3CW Board representative) that the facilities were left clean and in good condition and locked. The Deposit will be returned within 10 days upon satisfaction that all conditions of the Use Agreement have been met.
- **Any damage to 3CW property, including but not limited to furniture, appliances, and fixtures will result in, but not be limited to, forfeiture of the Deposit.** Any cost(s) incurred in restoring the Facilities and/or 3CW property (including but not limited to cleaning and repair of damages) will be deducted from the Deposit. By signing the Use Agreement, the resident Family hereby agrees to be responsible for any and all costs incurred in the restoration of the Facilities and/or 3CW property to its condition prior to the resident Family's event. Damages in excess of the Deposit amount will be considered a special individual assessment against the resident Family until paid in full and subject to the 3CW assessment collections policies of the 3CW HOA.

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It is the Resident Member's responsibility to document any damages or issues with the Facility in existence prior to the event and to obtain a written acknowledgement of the same from an authorized Board or CCC member prior to the event.

- No repairs are to be undertaken by a Resident Member. Any necessary repairs will be coordinated by the 3CW BOD.
- No items, including furniture, are to be removed from the 3CW Community Center. All furniture must be returned to its original location.
- No firearms, weapons or illegal substances are permitted on 3CW property.
- No smoking or pets are allowed in the 3CW Community Center.
- If in doubt, **DON'T**. Contact the CCC immediately for instructions.

Event - Liability or Excess Liability Umbrella Insurance

- **The resident Family will be required to:**
 - **Obtain a host EVENT and ALCOHOLIC (if served) liability insurance policy with a combined single limit coverage of not less than \$1,000,000 with respect to injuries, deaths, or damages and naming 3CW HOA as additional insured to cover their scheduled event. This may be accomplished through general liability or excess liability (umbrella) rider to the resident Family's homeowners policy, or through a separate event policy, provided that the rider or additional policy specifically covers host and alcoholic liability.**
 - **A copy of the policy and/or certificate of insurance must be provided to 3CW HOA Community Center Committee in advance of the event.**

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Use Fees and Deposits (Clubhouse Only)

Number of Occupants	Use Fee*	Deposit
Up to 110 (With tables & chairs)	\$125	\$225
Up to 236 (With chairs only)	\$125	\$225

Other Restrictions and Provisions

- No tape or adhesive are to be used on any surface (inside and outside) except glass and countertops. No pins may be used, or holes made in any surfaces.
- No grills, fryers or any cooking devices is allowed within the Clubhouse or the Pool deck area.
- Use of warming trays is permitted. Any flammable units must be completely extinguished and properly disposed of.
- Resident Member(s) acknowledge that his/her use of the facility is purely for the pleasure of the Resident Member(s) and his/her guests and that neither 3CW HOA nor its agents, have assumed any responsibility for, nor shall have any liability for, the actions or inactions of the Resident Member(s) and his/her guests and invitees or for any injury, damage, or loss any person may sustain while using the facility or in connection with or as a result of any activity, including consumption of alcohol or other intoxicating or illegal substances, engaged in by any person while using the facility.
- Resident Member(s) on behalf of him/her self, his heirs, successors and assigns, and on behalf of his/her guests and invitees, their heirs, successors, and assigns hereby release 3CW HOA and their respective officers, directors, shareholders, agents, members, successors, and assigns of and from any claims which Resident Member(s), his or her guests, and invitees, now have or may hereafter have which are related in any way to any loss, damage or injury that may be sustained in connections with their use of the facilities or as a result of any activity, including the consumption of alcohol or other intoxicating or illegal substances, engaged in while using the facility.

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- Resident Member(s) on behalf of him/her self, his heirs, successors and assigns, agree(s) to indemnify, defend and hold harmless 3CW HOA and their respective officers, directors, shareholders, agents, members, successors, and assigns against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, arising from the use of the facilities buildings and sidewalks adjoining the same, by Resident Member(s), his or her guests, and invitees, or as a result of any activity, including the consumption of alcohol or other intoxicating or illegal substances, engaged in by any such person while using the facilities. In the event any action or proceeding is brought against 3CW HOA, their respective officers, directors, shareholders, agents, members, successors or assigns by reason of any such claim, Resident Member(s) covenants and agrees to pay all costs of defense of such action or proceeding by counsel satisfactory to 3CW HOA.
- The foregoing indemnification and defense obligations shall not be conditioned upon the availability of insurance coverage, and Resident Member(s)' failure to obtain insurance coverage or the refusal of the insurer to pay any claim or otherwise assist Resident Member(s) in fulfilling such obligations shall not relieve Resident Member(s) of the indemnification and defense obligations set forth herein.
- The right to use the facilities of 3CW HOA which may be granted hereunder is a license subject to the terms hereof which may be terminated at any time without notice upon the violation of any of the terms and conditions hereof, or if for any reason any authorized representative of 3CW HOA determines that there is an imminent danger of injury or death to any person or damage to the property of 3CW HOA. In such case, when directed to do so the Resident Member and its guests and invitees shall immediately vacate the facility in a peaceful and orderly manner.

By signing below, Resident Member certifies that he/she has read the Use Agreement and is familiar with its provisions and rules and agrees to comply with and be bound by the Use Agreement.

Resident Member(s) signature: _____

Date: _____

Resident Member(s) Initials: _____

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3CW Community Center Inspection Checklist

THE 3CW USE AGREEMENT RESIDENT MUST BE PRESENT IN THE COMMUNITY CENTER DURING THE ENTIRE TIME OF THE RESERVATION WHILE ANY GUESTS ARE PRESENT
[ALL EXCEPTIONS TO BE NOTED BELOW]

Pre-Use	Item	Post-Use
	Restrooms clean, all fixtures in place and working properly	
	All glass surfaces are clean	
	Countertops clean and unmarred	
	Kitchen sink clean and unmarred	
	Disposal, warming drawer, microwave, refrigerator and freezer are clean, fully operational and unmarred	
	Chairs, tables and couches returned to original locations and unmarred	
	Walls, doors, windows, floors, and ceilings are unmarred	
	Lights, fans, TV and other appliances are fully operational and unmarred	
	All interior trash cans are emptied, and all trash placed in outside trash containers	
	Deck, sidewalks, parking area, lawn and landscaping are free of refuse from event	
	All doors are secured and locked	
	No food, containers, or utensils are to be left on the counters, tables, chairs, floor, or in the refrigerator, warming tray, microwave or cabinets.	
	All lights, warming drawer, TV and other appliances (except the refrigerator and freezer) are to be turned OFF	
	Oven and Cook Top clean and unmarred	

Pre-Use Inspection Date/Time	Post-Use Inspection Date/Time
HOA Rep Signature:	HOA Rep Signature:
Resident Signature:	Resident Signature:

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General note: If food or liquid is dropped on the floor, it should be immediately cleaned up. No food, containers, or utensils are to be left on the counters, tables, chairs, floor, or in the refrigerator, warming tray, microwave or cabinets. Stains, of any kind, on the floor, carpet or rugs that require professional cleaning will be deducted from the Deposit. All trash cans require liners, and all trash is to be placed in the designated containers outside the Clubhouse.

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