

Heritage Oaks Property Owners Clubhouse Use Agreement

1. The clubhouse may be reserved by any adult resident of Heritage Oaks Property Owners Association for the purpose of hosting an event.
 - The reserving resident must be present at the said event
 - The reserving resident must be current on all POA dues
2. Reservations are made on a first come, first serve basis. No exclusive pool privileges come with reservation of the clubhouse. **Pool parties must be approved and are only allowed a maximum of twenty (20) guests.**
3. Alcohol is prohibited from the patio and pool area. If alcohol is present, all doors to the outside patio MUST remain locked.
4. Pool parties are subject to a twenty (20) person maximum. Violations will result in forfeiture of the deposit as well as liability for any fine levied against the Association.
5. The clubhouse must be cleaned and vacated by 11:00 PM. The swimming pool will close at 10:00 PM.
6. Reservations are made through Midland Heritage Oaks Property Owners Association by payment of a Two Hundred Dollar (\$200.00) deposit, which must be in the form of cash, a bank check or money order directly to the office. We do not accept credit/debit cards. Payments must come from a homeowner in the Heritage Oaks neighborhood. One Hundred Twenty-Five (\$125.00) of that deposit will serve as a security deposit and Seventy-Five (\$75.00) will be used as a cleaning fee. The cleaning fee will be used for the cleaning and restoration of the clubhouse after the event. Reservations are confirmed only upon receipt of the cleaning fee and deposit. **Checks are to be made payable to the Midland Heritage Oaks Property Owners Association.**
7. A clubhouse reservation agreement receipt must be read, accepted, and signed by the reserving resident before the reserved social event takes place.
8. Reserved functions for people under the age of eighteen (18) must be chaperoned by the Homeowner-in-use. Said Homeowner-in-use will be responsible for any and all damage.
9. The One Hundred Twenty-Five Dollar (\$125.00) deposit will be fully refunded except under the following circumstances:
 - If damage occurs, the deposit will be applied toward the cost of repairs with any remaining repair cost billed to the reserving resident
 - In the event the clubhouse is left in a condition that the allotted cleaning fee is insufficient, all or a portion of the deposit will be retained to cover the additional cost of cleaning (**Please see paragraph 17 for list of cleaning expectations.**)

10. The clubhouse may not be used for personal gain by any member. The clubhouse is for the use of members and their guests only and may not be used for functions that are “open to the public”. No admission fee or charge of any kind may be levied to the guests of a private party or function. The clubhouse may not be used for private or personal fund-raising events for any club or organization without the prior written approval of the Heritage Oaks Property Owners Association.
11. Parking for any reserved event is limited to the clubhouse area only. If additional parking is needed, guests are asked to park responsibly.
12. No one under twenty-one (21) years of age may consume alcoholic beverages on the premises.
13. No pets allowed in the clubhouse.
14. No smoking is allowed in the clubhouse.
15. The clubhouse is equipped with a docking system. No additional sound equipment is permitted. There is no Wi-Fi available at the clubhouse.
16. Absolutely no confetti or glitter is allowed indoors or outdoors. Additional fees will be deducted from your deposit if any is found. No decorations on the back patio or pool area.
17. Check list to complete before leaving the clubhouse:
 - Counter tops to be cleared of any leftover food or debris
 - Furniture, if arranged, is to be replaced as found, including lowering the table drop leaves if used, and putting extra tables and chairs back in the closet
 - All trash is to be placed outside in the bins provided
 - Outside grounds are to be cleared of all litter
 - Make sure no water is left running
 - Make sure all windows and doors (including door between main area and restrooms) are closed and locked, and turn off all lights before leaving the clubhouse
18. Violations of the above will result in the forfeiture of the security deposit. In addition, the reserving resident will remain liable for damage and clean-up. ***The clubhouse key is to be returned before 11:00 AM on the next business day following your event.***

***All references to pool usage apply only to when the pool is open, during our designated pool season. Pool season is typically from the first weekend in May through the last weekend in September. All other times, the pool is closed and not available for use.*

Heritage Oaks Property Owners
Clubhouse Use Agreement

Name: _____

Address: _____

Phone # _____

Date of Event ____/____/____

Arrival Time: _____ Time of Event: _____

I acknowledge I have been given a copy of the rules and regulations governing the clubhouse and I agree to abide by these rules.

Deposit Paid (\$200.00): ____/____/____ Check #: _____

Deposit Returned (\$125.00): ____/____/____ Check # _____

The clubhouse will be used for:

Pool parties must be approved and are only allowed a maximum of 20 guests. Alcohol is prohibited from the patio and pool area. If alcohol is present at the event dated above, all doors to the outside patio must remain locked. Violation of these rule will result in forfeiture of future use of the clubhouse.
Initial _____

Midland Heritage Oaks Property Owners Association shall not be liable for any damages or injury to the Homeowner-in-use or his/her guest howsoever caused nor shall the Association be responsible for any accident to the Homeowner-in-use or his/her guests. The Homeowner-in-use agrees that he/she will not hold the Association liable in anyway, whether such accident occurs on the common ground, on any part of the recreational facilities, parking areas, or adjacent areas.

Owner Signature

Date