

CONDITIONS OF RENTAL
AGREEMENT TO BE SIGNED BY HOME OWNER

1. OWNER STANDING:

I am an Avalon homeowner and member, age 21 or older, in good standing with the Association, i.e. all annual and special assessments are current, covenant fines paid and no outstanding liens or covenant violations are related my property at this time or by rental date. Resident homeowners of Avalon may only rent the Clubhouse and/or authorize and accept all financial and liability responsibility for their resident-owner tenants. A resident homeowner or owner-authorized tenant must be present at all times during the rental period. Rental of the Clubhouse by a resident for use by someone other than the owner resident or absentee owner-authorized tenant is strictly prohibited. Violations of this rule are grounds for permanent revocation of the right to use the Clubhouse and amenities.

2. TYPES/COST OF RENTALS:

Rental events are to be of a private, social, non-public & non-commercial nature (shower, dinner, social party, reunion, etc.) and a maximum of 40 guests between 8 am & 12 midnight (including setup/cleanup). The rental fee includes a minimum 4-hours rental (including setup/cleanup); each additional hour is \$10/hour. Rentals to non-community groups or for commercial or retail use is not allowed, and no sub-leasing or third party rentals.

3. PAYMENT & DEPOSIT:

The rental is considered confirmed when payment is received as above. Should payment not be received at least 14 days before the rental, the HOA (unless otherwise approved) may cancel the rental without notice and the date/time offered to another renter. The Security Deposit remainder will be returned after inspection has determined that no damage has occurred, rules were followed and that all conditions of this agreement have been met. If any conditions of this agreement are not met, the deposit check will not be returned. If damage is in excess of the deposit amount, the Avalon home owner will be billed for the costs of repairs. In the event of NSF, the owner will be charged for any incurred fees, bank or management related, and rental may be cancelled.

4. POOL and/or POOL DECK AREA (No use allowed at any time during the rental.):

I understand that rental of the Clubhouse does NOT include any use of pool or access to pool deck or surround area at any time or any circumstance. The Clubhouse doors to the pool area are to remain CLOSED at all times.

5. MUSIC & NOISE:

Music, music sources, DJ, speakers, etc. must be contained within the Clubhouse itself. Noise levels must be at an appropriate level. Per the City of Moody Noise Ordinance in residential neighborhoods, no such noise will be permitted between the hours of 9 pm-6:30 am.

6. DECORATIONS:

Nothing is to be attached to the walls, doors, furniture, trim, etc. (whether by thumbtacks, nails, staples, glue, masking tape, tape, sticky putty, Command strips, etc.). If any damage or work-removal occurs with decorations, repairs will be made and the cost deducted from the deposit and any amount over the deposit will be charged to the homeowner. Furnishings are not to be taken outside.

7. PARKING LOT & GROUNDS:

The clubhouse parking lot is for the usage of authorized meetings, rentals and amenity usage. The lot may not be used as a part of the event other than for guest parking and guest ingress/egress. Vehicle parking shall only be on the asphalt area, and there is no parking on the grassy areas or sidewalks. Activities such as gatherings, games (sports or otherwise), or other uses are prohibited unless prior approved by the HOA. Fireworks, grilling, grills, other cooking devices and any incendiary devices are prohibited at all times.

8. TRASH & CLEANUP:

Event renters should inspect the Clubhouse upon arrival and notify the HOA/Management immediately if there are any problems (email avalon.hoa@aol.com or text 205-470-1290). Prior-damage/cleanup notifications after the event cannot be accepted. I agree to accept any, and all, responsibility for cleaning and any costs for any repair and or damage done to the furnishings or property on the Clubhouse premises in relation to the usage of the Clubhouse. I agree to remove all trash from the premises (including bathrooms during non-pool season), remove all items from the refrigerator and wipe up any spills on the floors or furniture prior to vacating the premises. I agree to return the premises to pre-usage condition including ensuring furniture is in its original place, resetting the temperature controls, turning off the lights, etc. and securing the premises. (Refer to Rental Clean-Up Checklist.) **I understand that I must complete the cleaning checklist that is provided in the kitchen for deposit refund to be processed or my deposit may be forfeited.**

9. PERSONAL ACTIONS:

All residents and their guests should be respectful of neighbors while in the facility at all times. Abusive/foul language, disrespectful behavior, intimidation and/or fighting will not be tolerated. Violation of this rule will result in immediate dismissal from the property, be grounds for disciplinary action through the Association, as well as potential revocation of Clubhouse privileges.

10. SMOKING/ALCOHOL/ANIMALS:

The Clubhouse and Pool is a smoke free facility. By renters allowing the consumption of alcoholic beverages at Clubhouse private events, the Association, its Board, its Manager and any Committees do not assume liability in any form, implied or otherwise, that may arise as a result of said consumption. The sale of alcoholic beverages within the Clubhouse facility and/or common areas is strictly prohibited. Animals are prohibited at all times in the Clubhouse and surrounding pool area with the exception of approved guide/service animals. Renters wishing to use animal-party event services (Pet-zoos, etc.) must get prior approval by the HOA.

11. BOARD APPROVAL:

The Board reserves the right to change the fees and to grant or deny rental of the Clubhouse, along with cancellation of a rental due to safety or repair issues. HOA functions shall take precedence over private rentals. Violation of any of the conditions/rules will be grounds for disciplinary action through the Board in accordance with the Association's documents as well as potential revocation of Clubhouse privileges.

12. CANCELLATION:

Rental cancellation for any reason must be submitted in writing (email) within 7 days of rental or deposit fee will be forfeited. If another rental is able to be scheduled for that date/time, forfeited fee may be refunded at the discretion of the Board of Directors.

13. INDEMNITY:

The Homeowner and authorized tenant (if any) agrees to indemnify and hold harmless the Association, its officers and directors, agents and employees from and against any and all claims, liabilities, losses, damages, actions, costs, expenses and demands (including medical and loss life, inclement weather, etc.) of any party made against the Association, its officers and directors, agents and employees arising out of or in connection with any event held in the Clubhouse pursuant to the reservation agreement or otherwise. I understand that the Board or representative reserves the right to enter the Clubhouse and terminate the use thereof should the terms be violated or should the conduct of any person using the facility endanger the health, safety, or well-being of any person or constitute a threat to any property. I further agree to all of the above conditions in reserving and utilizing the Avalon Clubhouse as well as the associated Clubhouse Rules. The Association or its agent(s) shall not be liable for any damages to or loss of any homeowners', guest's, or invitee's, personal property of any type for any reason in any area or cause whatsoever, whether in amenity facilities or common area grounds and parking lot.

Avalon Clubhouse Rental Rules and Regulations

(In Addition to Rental Conditions)

1. To reserve the clubhouse, you must be a paid member/resident of the Avalon Residential Association, in good standing, and you must be present the entire length of the function. Functions should be of a private, social, non-public, non-commercial nature unless otherwise approved by the association. See the Rental Schedule & Payment pages for current fees and conditions. In event of NSF funds, the property will be charged for any fees incurred (bank/management related) and the rental cancelled. By submission of rental/deposit checks, renter agrees to abide by all rules and regulations as set forth herein.
2. The Clubhouse facilities must be left clean and suitable for the next reservation and exactly as outlined on the Cleaning Checklist. A copy of the Checklist will be included with the emailed confirmation packet and copies will also be available in the clubhouse kitchen. Should any additional cleaning be required after the clubhouse is checked, the Association will use its cleaning service and pay any cleaning charges from the deposit portion of the rental fee. If any damage occurs and/or additional cleaning is needed which exceeds the amount of the deposit, the property will be billed for any additional expense. The security amount remaining will be reimbursed to renter by Association check. Brooms/mops and cleaning supplies are provided.
3. The pool cannot be reserved and clubhouse rentals are not allowed access to the pool or into pool area, deck, furniture, etc. Clubhouse guests should not go out the back door into the foyer or pool area at any time. Bathrooms can be accessed through the clubhouse into the interior hallway.
4. No decorations or temporary fixtures may be taped, attached or affixed in any manner to the interior walls, ceiling, doors, windows, trim or exterior building. (This includes tape, Command type strips, reusable adhesive, painter tape, etc.) Glitter (including plastic or metallic jewels), thrown rice, birdseed, and all types of confetti are prohibited. No items outside such as sidewalk chalk or other defacing materials are to be used. Shooting fireworks and other incendiary devices in the common areas is prohibited.
5. No smoking is allowed in the clubhouse.
6. No glass containers are allowed outside the clubhouse.
7. No animals are allowed inside the clubhouse, except for prior approved service animals.
8. Grills (including any outdoor cooking equipment) are not allowed on the Clubhouse property. (This is also a fire department regulation and the entire deposit will be kept if a grill or outdoor cooking equipment is used during your rental.) This includes but not limited to portable chimeneas/fire pits, cookers, fryers, any other heat/heating device.
9. No portable/inflatable play items or similar type equipment or objects are to be brought and used outside of the clubhouse itself without prior Board approval and if permitted, a signed liability waiver by property owner.
10. Directional signs/balloons may not be affixed/taped to any common area structure (fences, street or stop signs, etc.)
11. Parking: Pool and clubhouse rental guests are to park vehicles in the designated clubhouse lot area only and parking is prohibited on any sidewalks or any grassy areas of the clubhouse common area grounds. Guests should only park in the asphalt lot only (no grass) or deposits may be kept and grounds will need to be inspected for any structural, irrigation or similar damage. Clubhouse renter is responsible for any inspection cost and/or damage to common areas.
12. Clubhouse must be vacated by midnight. Lock the doors and turn off the interior lights and ceiling fans before leaving the clubhouse. Return the thermostat to previous setting. Only the exterior flood lights should remain on.
13. If furniture is moved, it must be returned to an orderly and original state for the next rental. Renter/property will be responsible for any damage and expense to floors/furniture/walls, etc. by moving any furniture or fixtures whether done by renter or guests.
14. Renter is responsible for all personal liability insurance, licensing and fees associated with clubhouse function.

As a member of the Avalon Residential Association, you can enforce the rules.

1/1/19 The Board reserves the right to update and adjust conditions, clubhouse rules & regulations from time to time and as needed.

Clubhouse Rental Cleanup Check List

When completed and checked off after event – please leave on kitchen countertop.

HOA USE ONLY
Amount Charged

- TV/DVD/REMOTE:** Before leaving, make sure TV/DVD is off and remote left in the container \$ _____
- GARBAGE:** Remove **ALL** event garbage/trash and take with you for disposal.
DO NOT put any garbage/trash in the pool, bathroom, or pool trash cans. \$ _____
- KITCHEN:** Sweep, wipe up any spills, clean food and debris from sink strainers, wipe down sinks. If used, clean out microwave, wipe down stove top and oven. \$ _____
- REFRIGERATOR:** Remove event food, drinks, ice from refrigerator/freezer & take with you. \$ _____
- RESTROOMS:** **Pool-closed season**, make sure the restrooms and hallway are clean, sweep floor as necessary, remove guest trash from restroom cans (including sanitary pad containers). **Pool-open season** – not required. \$ _____
- GREAT ROOM:** Wipe down table tops, chair seats, removing any stickiness, crumbs, etc. Sweep floor and wipe up any spills from event; check and sweep **UNDER** tables for event debris. Remove foot traffic debris/prints. \$ _____
- FURNITURE:** Return all furniture to orderly state. (**TV/DVD table is not to be moved.**) \$ _____
- DOOR-SIDELIGHTS:** Remove any new fingerprints/nose prints from the event. \$ _____
- LIGHTS, FANS, THERMOSTAT:** Turn off lights, ceiling fans; set thermostat to 78 in the summer and/or warmer months and 66 in the winter.
Lock great room door to bathroom hallway (pool season only). \$ _____
- OUTDOORS:** Remove any trash/debris (including cigarette butts) in the front porch, sidewalk, parking lot and grounds that may be a result of the event (including all evidence of any hay bale, etc. debris or similar type play or decor materials used). **NO SIDEWALK CHALK OR SIMILAR MATERIAL IS PERMITTED.** Remove any tied balloons or other decoration from clubhouse facility or common areas (including any placed on signs/Highway 411 posts). \$ _____

Total additional cleaning fee charged to renter: \$ _____

Should any additional cleaning be required after the clubhouse is checked, the Association will use its cleaning service and pay any cleaning charges from the security/cleaning portion of the rental fee. If any damage occurs and/or additional cleaning is needed which exceeds the amount of the deposit, the renter property will be billed for any additional expense. The security/cleaning amount remaining will be reimbursed to renter property by mailed Association check.

Name _____ Avalon Street Address _____ Date _____

HOA use: Clubhouse checked by: Initials: _____ Date: _____ Time: _____ Updated 1/1/19

Clubhouse Rental

Cleaning and Damage Fees Schedule

TRASH - Event trash left in clubhouse, pool & bathroom cans <i>(including sanitary napkin boxes during pool closed season)</i>	\$5 per receptacle minimum
TV/DVD remote replacement	\$50 minimum plus administrative fee
DVD replacement	\$125 minimum plus administrative free
TV repair/replacement due to event damage	To be assessed by BOD
TV HDMI CABLE replacement	\$35 minimum plus administrative fee
Sweeping Required	\$10 per Room \$20 for Great Room
Mopping Required	\$15 per Room \$25 for Great Room
Tables/Counters/Cabinets Need Cleaning	\$5 per Item
Bathroom Toilets/Urinals/Sinks Need Cleaning <i>(only during pool-closed season)</i>	\$10 per Receptacle
Refrigerator/Microwave/Dishwasher/Oven Need Cleaning	\$10 per Item
Furniture Needs To Be Returned to Orderly State	\$20
Windows/Mirrors/Sidelights/Doors/ Walls (prints, smudges, etc. from event)	\$5 per Item
Front Porch/Sidewalk/Parking Lot Need Cleaning due to Event	\$10-20
Damages to clubhouse or surrounding grounds	To Be Assessed