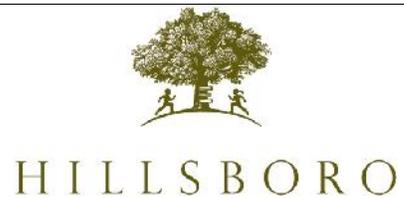


# APPLEFORD SWIM CLUB

## CLUBHOUSE POLICIES



## RESERVING

1. To reserve the clubhouse, you must be a paid Member of the Appleford Swim Club (“Club”) and you must be present for the length of the function.
2. Complete payment of the rental fee and deposit must be paid within 10 days of the rental confirmation. The total payment includes the rental fee of \$50 for a six (6) hour period (10am – 4pm or 5pm – 11pm) plus the \$200.00 damage deposit. After the event, the deposit will be refunded to the resident as long as all rules and cleaning guidelines were followed. The clubhouse must be left in a clean condition, suitable for the next reservation in order for the deposit to be returned.
3. The pool cannot be reserved, but it may be used within the limitations set for the number of guests permitted per member household.
4. Memorial Day, Independence Day, and Labor Day holidays are set aside for neighborhood events and cannot be reserved.

## USAGE RULES

1. No smoking in the clubhouse.
2. No decorations are to be attached to the walls or ceiling. Any other decorations including exterior decorations must be removed after the event.
3. Do not move the furniture.
4. Music outside the clubhouse is not allowed.
5. No glass containers are allowed outside the clubhouse.
6. No animals are allowed inside the clubhouse.
7. The clubhouse must be vacated by 11:00 p. m. The pool may not be used after dark.
8. Lock the doors and turn off all interior lights before leaving the clubhouse.
9. Thermostat must be reset to the original setting.
10. Renter agrees to be responsible for obtaining any licenses pertaining to works of authorship as defined by the Copyright Act of 1976, including, but not limited to, musical works; dramatic works; pictorial, graphic, and sculptural works; motion pictures and other audiovisual works; and sound recordings. By renting the clubhouse, renter agrees to hold Club and McKay Management harmless from any and all claims, including, but not limited to cease and desist letters, demands for payments and alleged violations of applicable law.

## INDEMNIFICATION:

Renter agrees to indemnify, defend, and hold harmless Club from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorney’s fees and expenses of renter and the Association), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from (i) any injury to, or the death of, any person, or any damage to property on the Club or upon adjoining sidewalks, streets, or ways, or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the Club or related facilities or any parts thereof, or resulting from the condition thereof or of adjoining sidewalks, streets, or ways, (ii) violation of any agreement or condition hereof, (iii) violation by renter of any contract or agreement to which renter is a party, or any restriction, statute, law, ordinance, or regulation, in each case affecting the Club or related facilities or any part thereof, or the ownership, occupancy, or use thereof, (iv) any negligence or tortious act on the part of renter or any of its agents, contractors, licensees or invitees, and (v) any injury or claim associated with the performance of any work protected by intellectual property law or any other related cause of action. In case any action, suit, or proceeding is brought against the

Association by reason of any occurrence herein described, renter will, at its own expense, defend such action, suit, or proceeding with counsel reasonable acceptable to Association. Nothing in this provision shall be interpreted as limiting renter's obligations under other provisions of this agreement, including the obligations set forth in Paragraph 10.

## **CLEANING**

1. Cleaning supplies are not provided.
2. Leave nothing in the refrigerator.
3. Sweep / mop the floors and wipe the counters. Make sure the furniture is left in a clean condition.
4. Remove all trash from the premises. Do not put the trash in the cans around the pool.

## **EMERGENCY**

In case of emergency, call McKay Management at 205-733-6700 and follow the prompts for an emergency.