

CLUBHOUSE RULES

RESERVING:

- 1. To reserve the clubhouse, <u>you must be a member of the Brock's Gap Swim Club</u> ("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 plus the \$200.00 damage deposit. Payment must be made by the resident renting the clubhouse. After the event, the deposit will be refunded to the resident as long as all rules and cleaning guidelines were followed.
- 3. The pool cannot be reserved, but it may be used (except on Saturday and Sunday from noon to 6:00 p.m. (Maximum party size of 25 when using the pool).
- 4. Memorial Day, 4th of July, and Labor Day holidays are set aside for neighborhood events and cannot be reserved.
- 5. Holiday rentals must be board approved.
- 6. Note that surveillance cameras are in use at the clubhouse for your safety. By renting the facility, you agree to monitoring by video surveillance. Please do not adjust the cameras in any way during your event.

USAGE RULES

- 1. No smoking in the clubhouse.
- 2. Clubhouse shall be vacated by 12:00 midnight. (The pool and pool deck closes at **DARK**.)
- 3. No decorations are to be attached to the walls or ceiling of the clubhouse.
- 4. No music outside the clubhouse.
- 5. No glass containers are allowed outside the clubhouse on the pool deck.
- 6. No animals are allowed in the clubhouse.
- 7. Lock the doors and turn off lights before leaving the clubhouse.
- 8. There is to be **NO** Tampering, Moving, Blocking, Obscuring, etc of any video camera(s) at any time. If this occurs, your Clubhouse Rental privileges will be revoked and your deposit will not be returned.
- 9. Should you have trouble accessing the clubhouse or have any other issues, please call McKay Management at 733-6700 and press 9. Someone from McKay Management is on duty after hours to assist you.
- 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.



IINDEMNIFICATION:

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 reasonably 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.

GRILL INSTRUCTIONS

*For Best results and to avoid damage to grill use the following lighting procedure:

- 1. Empty ash pan and replace aluminum foil liner or removable aluminum pan.
- 2. Pull firebox and ash pan ½ way out.
- 3. Place plain charcoal briquettes or hardwood charcoal on end of fire box grate for lighting. Slide fire box into cabinet.
- 4. Locate Firestarters in grill supplies box in clubhouse storage room off kitchen. DO NOT use lighter fluid in this grill.
- 5. Strike Firestarter and lay in ash pan so it will be positioned under charcoal.
- 6. Slide ash pan back into cabinet. Lower fire grate to just above the ash pan.
- 7. Close cabinet door.
- 8. Once charcoal is evenly lit, raise fire box to proper height for cooking method desired.

DETAILED INSTRUCTIONS ARE LOCATED IN THE CLUBHOUSE STORAGE ROOM.