

Foxcroft Condominiums

Clubhouse Rules and Regulations

Rental Information:

1. To reserve the clubhouse, you must be a member in good standing of the Foxcroft Condominium Association (“Association”) and you must be present for the entire length of the function. You must come to the McKay Management office to pick up a key.
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 \$25 for the first 4 hours and \$5 for each additional hour plus the \$50 damage deposit for members. Any reservation by a non-owner must be approved, in advance, by the Board. The rental fee for non-owners is \$75.00 per time period, and the deposit is an additional \$100.00. After the event, the deposit will be refunded to the resident as long as all the rules and cleaning guidelines were followed. The Sunday – Thursday Clubhouse rental time periods are as follows: Period A is from 9am-1pm, Period B is from 2pm-6pm, and Period C is from 7pm-11pm. The Friday and Saturday Clubhouse rental time periods are as follows: Period A is from 10am-2pm, Period B is from 3pm-7pm, and Period C is from 8pm-12midnight.
3. The pool cannot be reserved, but it may be used for small parties with a maximum size of ten (10) people when using the pool.
4. Memorial Day, the 4th of July, and Labor Day holidays are set aside for the neighborhood and residents and therefore cannot be reserved for the entire weekend or the weekday that the holiday takes place.
5. 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 Foxcroft Condominium Association 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 Foxcroft Condominium Association 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 Foxcroft Condominium Association 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 Foxcroft Condominium Association 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 Foxcroft Condominium Association 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 5.

Usage:

- No smoking in the clubhouse.
- Clubhouse usage is limited to 4 hours (unless otherwise approved by MMC and/or the Board of Directors).
- Clubhouse shall be vacated by 11 PM Sunday – Thursday, and 12:00 Midnight on Fridays and Saturdays.
- Renter must be courteous to any rental immediately following their rental and be sure to complete the cleaning prior to the next rental.

- No decorations may be attached to the walls or ceiling of the clubhouse.
- No music is allowed outside the clubhouse.
- No glass containers are allowed outside the clubhouse or on the pool deck.
- No animals are allowed in the clubhouse or in the gated pool area.
- Turn off ALL lights and lock all doors before leaving the clubhouse.
- No Grills are allowed on the Clubhouse property. If you are caught grilling during your rental, your entire deposit will be kept.
- Must reset thermostat (heat only) to 55 degrees when leaving. Failure to reset the thermostat will result in your deposit being forfeited.

Cleaning:

- Clean the bar area and bathroom → sweep floors, wipe down counters, etc.
- Inspect for cleanliness and straighten up as necessary.
- Remove all trash from the premises; provide your own trash bags. Do not put trash in trashcans around the pool.
- Cleaning must be done before you leave the premises and all items brought by the renter must be removed before leaving.

Furniture:

- All furniture should be replaced in the location where they were originally.
- Folding chairs should be returned to the kitchen area.

Remember, the clubhouse is not cleaned other than by the user.

Please leave the clubhouse clean for the next person.