



# SMITH GLEN HOMEOWNERS ASSOCIATION CLUBHOUSE RULES

## RESERVING:

1. To reserve the clubhouse, you must be a Smith Glen Homeowners Association ("Association") member in good standing and 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 \$50.00 for the first 4-hour block, \$12.50 each additional hour**, plus the **\$100.00 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 15 when using the pool).
4. Memorial Day, 4<sup>th</sup> of July, and Labor Day holidays are set aside for potential neighborhood events and cannot be reserved. In addition, the clubhouse cannot be rented on the following holidays: New Years Eve, New Years Day, Thanksgiving, Christmas Eve, and Christmas Day.
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 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 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 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 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 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:**

1. Standard clubhouse rentals are four (4) hour blocks of time. Access into the clubhouse will only be granted during your rental period.
2. Clubhouse shall be vacated by 11:00 p.m. (The pool closes at DARK.)
3. No decorations are to be attached to the walls or ceiling of the clubhouse.
4. No animals are allowed in the clubhouse.
5. No smoking in the clubhouse or on the premises.
6. Lock ALL doors and turn off lights before leaving the clubhouse.
7. Be sure all kitchen appliances are turned OFF before leaving.
8. Renter must be courteous to any rental immediately following their rental and be sure to complete the cleaning within 30 minutes after your rental.
9. Furniture should not be moved or relocated during any event.

**EMERGENCY:**

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