

## Everton Neighborhood Association Clubhouse Application Form

In consideration for the Everton Neighborhood Association allowing me the exclusive use of the Everton Clubhouse, equipment and furnishings, I, the undersigned, agree to be bound by the following statements, terms and conditions

- 1) I am the current ☐Homeowner ☐Lessee at \_\_\_\_\_,  
and hereby warrant that I will attend the event for the entire time referenced within this Agreement. \_\_\_\_\_  
\_\_\_\_\_Initials.

**\*Your identity as the homeowner or lessee is subject to independent verification by the Association. If you are a Lessee at your place of residence, please provide a verifiably correct legal name, address, and current phone number for the homeowner. Failure to supply verifiably accurate information in response to all particulars of Question 1 will result in rejection of this Application.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**1A) I understand that my personal amenity fob assigned to my address will be what allows me access to the clubhouse for the event. I agree to provide that fob number for my fob to be activated for my event.**

\_\_\_\_\_Initials

- 2) I am reserving the Clubhouse on \_\_\_\_\_ between the hours of \_\_\_\_\_  
\_\_\_\_\_for the purpose of \_\_\_\_\_,  
which will be attended by a good faith estimate of not more than \_\_\_\_\_persons.  
\_\_\_\_\_Initials. **(Clubhouse Occupancy Limit: 109)**

- 2A) Including the applicant, if the planned number of attendees exceeds **100 persons**, I understand that this Application will be subject to heightened review procedures by both the Clubhouse Committee and the Association. **A written submission of parking plan preparations, together with this Application and Agreement, must be submitted to the Clubhouse Committee (if applicable) no later than (2) weeks prior to an event involving more than 100 people.** The parking plan will be submitted by the Clubhouse Committee to the Association, which will then determine whether the planned event poses any reasonable risk of inconvenience to residents situated nearby. The decision to allow or disallow an event exceeding **100 attendees** is entirely discretionary on the part of the Association, and I accept the finality of this decision. Should the Association reject the application for a planned event exceeding **100 people**, I understand that the preferred mode of contact at the bottom of this form will be used to provide notice to the applicant as soon as is reasonably possible. \_\_\_\_\_Initials.

- 3) I will make a one payment by check or money order **payable to Everton Neighborhood Association** in the amount of **\$200.00**, and a conditionally refundable deposit of **\$500.00**, all of which is due and payable upon submission of this Application and Agreement. \_\_\_\_\_Initials.
- 4) I further understand and agree that the conditionally refundable portion will be used to pay for all damages resulting to the Clubhouse, its contents, or any other portion of the property which are reasonably attributable to persons present or in any way associated with my reservation. Subject to applicable deductions provided for in this Agreement, I understand that the refundable portion will

be made in whole or in part by mail or other means as determined by the Association  
\_\_\_\_\_ *Initials*.

- 5) If I wish to cancel my reservation, I understand that I should do so no later than 7 days before a planned event. \_\_\_\_\_ *Initials*.
- 6) As of the date of this application, I know of no outstanding balance for monthly HOA dues, quarterly assessments, special assessments, HOA-issued water bills, HOA-issued fines, and/or related collections expenses. I understand that this representation is subject to immediate verification by the Association. I also acknowledge that the processing of this application is wholly conditioned on the accuracy of this representation. \_\_\_\_\_ *Initials*.
- 7) If the Association discovers the applicant (or homeowner, if different) to be in arrears as to any of the above particulars, I understand that the preferred mode of contact at the bottom of this form will be used to provide notice to the applicant as soon as is reasonably possible. Should the outstanding amount not be paid-in-full within 5 days of said notice, I understand that this application will be denied, the refundable portion of my security deposit will be returned, and all subsequent terms of this Agreement will be rendered null and void. \_\_\_\_\_ *Initials*.
- 8) I ☐ **will** ☐ **will not** be bringing additional furniture to my event. If additional furniture of any kind is brought onto the premises, I understand that an additional refundable security deposit of **\$50 will** be required in connection with this application. For bookkeeping purposes, a separate check will be required for processing this payment. I further agree to remove all such additional furniture from the facility immediately following an event, or within the same business day. Failure to remove the furniture as agreed upon will result in forfeiture of the \$50 security deposit.  
\_\_\_\_\_ *Initials*.
- 9) I agree to clean the facilities after use, and exercise reasonable care to prevent damage of anykind stemming from the event. \_\_\_\_\_ *Initials*
- *See Exhibits A and B.* I understand that damages may include, but are not limited to, the actual cost of cleaning, repairing, or replacing any items found on the Clubhouse Walkthrough List. *See Exhibit A.* I understand that damages will always be additional to the amount of a Fine for an underlying Violation. *See Exhibit B: Fine Schedule for Clubhouse Violations and Damages.* I understand that any charges made against my deposit for Fines and Damages will be explained but are not subject to negotiation.  
\_\_\_\_\_ *Initials*.
- 10) If the number of Fines and Damages exceeds the amount of my deposit, I agree to promptly pay the difference to the Association within ten (10) days of receipt of a written explanation. I agree that all referenced Fines and Damages, as well as fees and expenses incurred by the Association to collect same, shall be considered an assessment and constitute a lien against my property, and shall be fully collectible as is provided for in the Association's Declaration and By-Laws. \_\_\_\_\_ *Initials*.
- 11) I understand that use of the Clubhouse after the specific hours for which it is reserved, or in any way contrary to disclosures made in any initialed paragraph contained herein, will constitute a breach of this Agreement, and will result in forfeiture of all deposited amounts in their entirety. -  
\_\_\_\_\_ *Initials*.
- 12) I understand that the Clubhouse is to be closed at 1:00 am, meaning that the facility must be locked and vacated, and no persons or vehicles are to be found on the Clubhouse premises at this time.

Accordingly, any vehicles found on the premises after 1:00 am are subject to towing  
\_\_\_\_\_ *Initials.*

- 13) My reservation of the Clubhouse relates to a “not for profit” function, which will result in no financial benefit to me, my family, or personal associates. \_\_\_\_\_ *Initials.*
- 14) Assuming the approval of this Application and Agreement, I understand that my exclusive use of the Clubhouse, equipment, and furnishings in no way confers exclusive use of the designated Clubhouse parking areas on both sides of the building. Neither I nor my guests will park vehicles illegally, and both my guests and I will adhere to parking within the stripes of clearly marked parking spaces. My guests and I will respect specially designated handicapped spaces. I understand that any vehicle found blocking general or emergency access, or parked illegally in a designated handicapped space, is subject to immediate tow. \_\_\_\_\_ *Initials.*
- 15) Neither I nor my guests will park vehicles in front of the building, except for loading and unloading purposes only, and subject to a strict 15-minute time allowance. Others are subject to tow. \_\_\_\_\_ *Initials.*
- 16) I understand that I, my guests, and any third parties are strictly prohibited from erecting, installing, or placing any artificial physical structures, either inside the clubhouse facility or outside on the clubhouse grounds, including all grassy areas to the left and right of the facility, as well as the parking lots to the left and right of the facility. I also understand that I, my guests, and any third parties are likewise strictly prohibited from removing or in any way altering or tampering with preexisting physical structures or fixtures inside or outside the clubhouse facility or on the clubhouse grounds. If a Condominium Association official observes any violation of this clause at the time of a scheduled event, I understand and accept that a Condominium Association official is empowered to immediately terminate the event upon the exercise of his or her sole discretion. \_\_\_\_\_ *Initials.*
- 17) I understand that I, my guests, and any third parties are strictly prohibiting from use of the swimming pool that is adjacent to the Clubhouse. \_\_\_\_\_ *Initials.*
- 18) I understand that the gazebo is not included as part of the clubhouse rental, but is available on a first come, first served basis. \_\_\_\_\_ *Initials.*
- 19) I assume all responsibility, risks, liabilities, and hazards incidental to the presence of guests at the clubhouse without regard to the foreseeability of their actions. I hereby release and forever discharge the Association, its officers, directors, employees, agents and members (past, present and future) from any and all claims, costs, causes of action and liability for personal injury, death, damage to or destruction of property to the Clubhouse and its appurtenances which are in any way reasonably connected to the event or my use of the facility. \_\_\_\_\_ *Initials. See Exhibit C.*
- 20) I agree to indemnify and hold harmless the Association and the Pulte Group, Inc., its officers, directors, employees, agents and members, past, present and future, from any and all claims, costs, causes of action and liability (including, but not limited to, attorney’s fees) for any injury, to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees or any member of the Association or any other person which arise from or are in any way related to the above activity, whether or not caused by the Association's negligence. \_\_\_\_\_ *Initials.*

- 21) I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to my function and agree to be personally responsible for causing all such persons to comply with the Association's Declaration, By-Laws and Rules and Regulations. I acknowledge that violation thereof by any person present at, attending, or in any other way related to my function may, at the sole discretion of the Association's Board of Directors, result in forfeiture of my deposit. \_\_\_\_\_ *Initials.*
- 22) I understand that **NO ANIMALS or PETS** are allowed in the clubhouse at any time unless they are registered service animals, per the Americans with Disabilities Act (ADA).  
\_\_\_\_\_ *Initials.*
- 23) I understand that the Association reserves the right to enter the Clubhouse and terminate my use thereof should it be found that any person using the facility endangers the health, safety or well-being of any other person, or otherwise constitutes a threat to the property or the wider Legacy community. \_\_\_\_\_ *Initials.*
- 24) I acknowledge that I am at least eighteen (18) years of age. I hereby agree and represent that the Clubhouse will be used for lawful purposes only. If any conduct at the event I am sponsoring violates federal, state or local laws or ordinances, my rights to use the Clubhouse under this Agreement shall be terminated and the Association shall have the right to take possession of the Clubhouse and instruct my guests to leave the property. \_\_\_\_\_ *Initials.*
- 25) I understand that my reservation of the Clubhouse on the afore mentioned date will not be confirmed, nor will this Agreement be binding until the Association has had reasonable time to review the application and verify the accuracy of all information provided and representations made. Furthermore, if the Association does not receive both the application and total payment at least 14 days prior to a planned event numbering 100 people or less, this application will be denied and all terms of agreement herein will be rendered null and void If the Association does not receive the application, a proposed parking plan, and total payment at least 21 days prior to an event numbering more than 100 people, this application will be denied and all terms of agreement herein will be rendered null and void. \_\_\_\_\_ *Initials.*
- 26) have carefully read this form and all accompanying attached Exhibits, A thru D. I understand that this form and the attached Exhibits, A thru D, comprise the entire Agreement between Everton Neighborhood Association and the undersigned reservation applicant. No representations outside of this writing, oral or written, will in any way negate this Agreement. I understand that this Agreement supersedes any other verbal or written representations or understandings pursuant to the subject of reserving the Clubhouse facility. \_\_\_\_\_ *Initials.*

## **Clubhouse Rental Applicant Information**

- Resident Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_
- Reservation Applicant's Name \_\_\_\_\_
- Address \_\_\_\_\_
- City/State/Zip \_\_\_\_\_
- Email \_\_\_\_\_
- Phone \_\_\_\_\_
- Phone # for Date of Event \_\_\_\_\_
- Preferred Means of Contact: ☐ Phone ☐ Email ☐ Other \_\_\_\_\_
- **Amenity Fob Number:** \_\_\_\_\_

**Please provide the numbers on the back of your amenity fob as we will be providing temporary access to the clubhouse with your own personal homeowner fob. Please see the picture example below for where to find your fob number.**

**EXAMPLE PICTURE:**



**FOR ASSOCIATION USE ONLY:**

**Agreed to and accepted by Association:**

**By** \_\_\_\_\_ **Date** \_\_\_\_\_

**Title** \_\_\_\_\_

**Reservation Check #** \_\_\_\_\_ **Refundable Check #** \_\_\_\_\_

**Fob Number:** \_\_\_\_\_

## Exhibit A [1 of 2]

### CLUBHOUSE RESERVATION INSPECTION CHECKLIST

Party to Agreement: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Scheduled Timeframe For Event \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm.

Email: \_\_\_\_\_

Actual end time: \_\_\_\_\_

All walk-through inspections must be completed BEFORE and AFTER the event with a member of the Clubhouse Committee. Indicate with a checkmark "✓" that you visually observed full-compliance with each of the directives below. If damage or non-compliance of any kind is identified, then mark the box with an "X". Failure to complete every question as instructed will provoke subsequent investigation.

	BEFORE	AFTER
1. <b>DOORS</b> - Doors are locked and secured. This includes doors leading to downstairs (media & workout rooms) and all doors leading to the outside of the building on both levels.	<input type="checkbox"/>	<input type="checkbox"/>
2. <b>LIGHTS</b> - All lights are turned off, including the restroom lights upstairs.	<input type="checkbox"/>	<input type="checkbox"/>
3. <b>TRASH</b> - All interior trash cans (except for the restrooms) are emptied. The renter is to supply their own trash liners for the kitchen. Trash, garbage, debris, and recyclables are disposed in the dumpsters outside the facility. No trash, including bottles, cups, & cigarette butts, are to be left on the outside of the clubhouse.	<input type="checkbox"/>	<input type="checkbox"/>
4. <b>FURNITURE</b> - Furnishings are returned to their original location including chairs, tables, trash cans, etc. Tables and chairs are clean, left in good condition, and properly stored.	<input type="checkbox"/>	<input type="checkbox"/>
5. <b>KITCHEN</b> - Kitchen floors, countertops and sinks are wiped down and clean. Microwave/Refrigerator/Oven are empty and cleaned of all food spills. Ice, canned soft drinks, unopened condiments may be left behind if so desired.	<input type="checkbox"/>	<input type="checkbox"/>
6. <b>CARPET &amp; FLOORS</b> - Floors are clean (vacuumed, swept and mopped with clean hot water); No stains, spills or excess dirt should be found on carpeting. Janitorial equipment is returned to original location.	<input type="checkbox"/>	<input type="checkbox"/>
7. <b>THERMOSTAT</b> - Return thermostats to 78 in summer and 67 in winter. This includes thermostats on both main & upper levels.	<input type="checkbox"/>	<input type="checkbox"/>
8. <b>KEYS</b> - A key code will be provided to the renter prior to the event. Failure to return key will result in renter paying for replacement and/or door lock changes.	<input type="checkbox"/>	<input type="checkbox"/>
9. <b>EQUIPMENT</b> - Televisions, cable, and other equipment is in working order and turned off / properly stored (where applicable).	<input type="checkbox"/>	<input type="checkbox"/>
10. <b>MISC</b> - Decorations & personal belongings are removed; No evidence of paint, tape or tacks is found on any of the walls, windows, doors, etc.	<input type="checkbox"/>	<input type="checkbox"/>

**PLEASE READ CAREFULLY:** If you marked any boxes above with an "X", please identify the applicable numbered checklist item(s), and provide a full explanation for every such answer in the space provided below. Please use the back of this paperwork to complete your responses as necessary.

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After satisfactory inspection of the facility, the refundable portion of the Security Deposit, paid by check or credit card, will be refunded within 10 business days. Any damages the Association incurs for cleaning, repairing, restoring, or replacing Clubhouse property will be based on actual anticipated costs in the interest of making the Association whole. If costs exceed the amount of the Security Deposit, an invoice will be submitted to collect the remaining charges. The resident applicant will be notified by mail or email of any additional charges, including Fines for underlying violations.

**I have completed a walkthrough of the facility and performed the tasks as required. Everything has been left in good order, as it was found, except as noted above. By our signatures below, we acknowledge the satisfactory cleanliness and condition of the facility and equipment following the reserved event.**

Party to Agreement's Sign-In Signature and Date & Time-In: \_\_\_\_\_

Party to Agreement Sign-Out Signature and Date & Time-Out: \_\_\_\_\_

## Exhibit B [1 of 2]

### Clubhouse Violations & Fines Schedule

(Any Parenthetical Content ( ) Refers to Anticipated Damages in Addition to Fines)

Area	Fine	Violation
Doors, Windows & Keys	\$25.00 (plus cost of changing door locks if key is not returned)	<ul style="list-style-type: none"><li>Leaving exterior doors open.</li><li>Leaving bathroom doors unlocked (deadbolt).</li><li>Leaving windows and other entry points open.</li><li>Failure to return key.</li></ul>
Lights	\$25.00	<ul style="list-style-type: none"><li>Lights left on after closing/release from resident (including the restroom &amp; lights upstairs).</li></ul>
Trash	\$50.00	<ul style="list-style-type: none"><li>Not emptying trash receptacles.</li><li>Leaving trash /using trash cans without trash liners for the cans (except for the restroom cans which will be emptied by the cleaning team).</li><li>Leaving trash on floors, cabinets, or anywhere else within the clubhouse.</li><li>Leaving trash outside of and/or in the parking lots, or immediate vicinity of clubhouse.</li><li>Leaving food and opened containers in the refrigerator, except for canned soft drinks or unopened condiments.</li></ul>
Thermostats	\$50.00	<ul style="list-style-type: none"><li>Failure to return thermostats to 78 in summer and 67 in winter.</li></ul>
Cleaning (Floors, Tables & Cabinets)	\$50.00	<ul style="list-style-type: none"><li>Failure to vacuum carpet; Leaving crumbs, glitter, litter of floor.</li><li>Failure to mop &amp; sweep floors (kitchen &amp; dining room); Leaving visible signs of food &amp; sticky substances on floor.</li><li>Food / liquid beverages / sticky substances left on cabinets, countertops, walls, tables, and any other surface areas.</li><li>Failure to leave the clubhouse in a standard clean condition.</li></ul>
Carpet & Rugs(if applicable)	\$75.00 (plus restore cost)	<ul style="list-style-type: none"><li>Stains, food or beverage spills on the carpet</li><li>Discoloration &amp; damage to carpet fibers and appearance.</li></ul>
Walls, Ceilings, & Sidewalks	\$50.00 (plus restore cost)	<ul style="list-style-type: none"><li>Paint, tape or tacks found on any of the walls, doors, windows, furniture or ceilings of the Clubhouse</li></ul>



Furniture & Equipment (TV's, Speakers, etc.)	\$50.00 per item (plus restore cost)	<ul style="list-style-type: none"> <li>Failure to return furniture as found; leaving furniture after being moved.</li> <li>Damage to the dining room table and/or failure to use a table cloth.</li> <li>Damage to any piece of furniture or equipment (including but not limited to chairs, sofas, tables, tv/audio)</li> <li>Damage to any piece of accessories (including but not limited to pictures, vases, plants).</li> </ul>
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Area	Fine	Violation
Event Cancellation	\$0	<ul style="list-style-type: none"> <li>Cancelling an event within 7 days of an event.</li> <li>Cancelling an event without notice.</li> </ul>
Security	\$150.00 (plus tow enforcement if vehicles remain in clubhouse parking lot following event)	<ul style="list-style-type: none"> <li>Insufficient security staffing (violation can only be triggered by evening events with 30 or more attendees).</li> <li>Failure of resident applicant <u>and/or</u> security personnel to ensure lawful use of clubhouse facilities (i.e., littering, loitering, soliciting, illegal use of parking lot following event)</li> <li>Police or law enforcement officials summoned to control event activities.</li> </ul>
Loud Music / Noise	\$100.00	<ul style="list-style-type: none"> <li>Music &amp; noise reportedly heard outside of the clubhouse.</li> </ul>
Parking	\$100.00 (plus possible tow enforcement)	<ul style="list-style-type: none"> <li>Parking violations (double parking on street, parking in two spaces on street, blocking driveway access or emergency vehicle access)</li> </ul>
Clubhouse Access	\$100.00	<ul style="list-style-type: none"> <li>Event exceeds scheduled time or published clubhouse hours.</li> <li>Resident's failure to vacate premises on time.</li> <li>Resident not present during event to provide supervision.</li> </ul>
Unlawful Activities	\$250.00 + any additional assessments	<ul style="list-style-type: none"> <li>Violating any local, state &amp; federal laws (i.e. consumption of alcohol by minors, use of drugs, etc.).</li> </ul>

**CLUBHOUSE CLEANING CHECKLIST AND  
RESERVATION APPLICANT'S  
ACKNOWLEDGEMENT OF EXPECTED DUE DILIGENCE**

- 1) **Doors-** Lock all doors when finished including those providing access to the media room at the bottom of the stairs, the workout room, the downstairs bathrooms and all those leading outside of the building on both levels. Failure to lock all doors will result in a fine deducted from your refundable deposit, as described in the Clubhouse Violations & Fines Schedule.
- 2) **Lights-** Turn off all lights, including restroom lights. Lights left on will result in a fine deducted from your refundable deposit, as described in the Clubhouse Violations & Fines Schedule.
- 3) **Trash-** Bring your own trash liners for the cans in the kitchen. Empty all interior trash cans except for the restroom cans. Large containers are located outside the clubhouse. Failure to empty any inside trash can or place the trash in the appropriate receptacle outside, will result in a fine deducted from your refundable deposit, as described in the Clubhouse Violations & Fines Schedule.
- 4) **Cleaning-** Check all chair foot rails for mud from boots and clean them as needed. Mop and sweep kitchen and bathroom floors as needed. Vacuum carpet. Wipe off all counter tops, sinks, oven, refrigerator, sinks, and table tops. Failure to leave the clubhouse clean will result in a fine deducted from your refundable deposit, as described in the Clubhouse Violations & Fines Schedule.
- 5) **Furniture-** If you move furniture, please return it to its original place and position (see the manual in the dining room buffet for photos of how the furniture should appear). Furniture should be lifted, and never dragged. Beware that dragging furniture will cause damage to carpets. Failure to handle furniture with care and return it to its original location will result in a fine deducted from your refundable deposit, as described in the Clubhouse Violations & Fines Schedule.
- 6) **Refrigerator-** Do not leave food or opened containers in the refrigerator. If any such items are found following your event, they will not be returned to you and a fine will be deducted from your refundable deposit, as described in the Clubhouse Violations & Fines Schedule. Not subject to this rule are ice, unopened canned soft drinks, and unopened condiments.
- 7) **Thermostats-** Return Thermostats to 78 in summer and 67 in winter. Failure to do so will result in a fine as described in the Clubhouse Violations & Fines Schedule.
- 8) **Keys-** A member of the Clubhouse Committee will meet with the below signatory at least 30 minutes prior to the scheduled event. Upon completion of the event, all points of the clubhouse must be locked, and access keys must be promptly returned to the Association. Failure to properly lock the clubhouse and promptly return keys will result in a fine deducted from your refundable deposit, as described in the Clubhouse Violations & Fines Schedule. In addition, where access keys are not timely returned, the renter agrees to pay the cost of changing all door locks.

**~Reservation Applicant's  
Acknowledgement of Expected Due Diligence~**

I agree to meet with a Clubhouse Committee member(If Applicable) at least 30 minutes prior to the time indicated in paragraph 2 of the Application, at which time I will check-in and accompany the designated Clubhouse Committee member or the Lifestyle Director(if applicable) for a walk-through of the facility.

Additionally, I agree to meet with a Clubhouse Committee member no later than the day after my event to conduct a subsequent walk-through of the facility and agree to do so as early as necessary should the clubhouse be reserved for another party on the same day as my event.

I understand and agree to follow all instructions contained in the Clubhouse Cleaning Checklist (Exhibit C), and likewise understand that I am subject to all terms contained within the Application and Agreement (Exhibits A thru D) should the Association determine that violations and/or damages have occurred. \_\_\_\_\_Initials

Party to Agreement Signature \_\_\_\_\_Date\_\_\_\_\_