

**ARBOR ROSES HOMEOWNERS ASSOCIATION
CLUBHOUSE USE
POLICY AND AGREEMENT**

Clubhouse Facility Policy

The Arbor Roses Clubhouse may be used by members of the Arbor Roses Homeowners Association (HOA) for exclusive functions on a pre-arranged basis. Arbor Roses HOA reserves the right to change any and all terms, conditions and fees without prior notice.

The Arbor Roses HOA Board of Directors has established the following policies to ensure maximum enjoyment of these facilities. They are subject to change as deemed necessary by the Board of Directors to ensure continued enjoyment of the Clubhouse by the Association's membership. Arrangements or questions should be made through the community manager at Northwest Community Management Company.

General policies affecting reserved use of the facilities are as follows:

1. **Security deposit:** The Member agrees to submit a \$200 security deposit. The balance will be refundable after the event unless damage has been incurred or excessive cleanup is required as a result of the event. Further, the member agrees to be responsible for any damage that might exceed the \$200 deposit. If the clubhouse is not cleaned in accordance with the cleaning checklist, the \$200 deposit will be forfeited. In addition to the \$200 deposit, a \$50 clubhouse rental fee. The \$200 deposit should be paid with one check and the \$50 fees paid on a separate check and is non refundable.
2. **Insurance requirement:** The Member agrees to supply a Special Event Endorsement from their insurance company prior to the event, naming Arbor Roses Homeowners Association and Northwest Community Management Company as "Additional Insured" for the date of the event, including the policy number and a minimum of \$300,000 in general liability coverage. This Endorsement can be obtained through the homeowners' insurance carrier. Use of any Arbor Roses facility shall be at the risk of user or users. For your convenience you may have the insurance company fax it directly to Northwest Community Management at 503-670-0775 Attn: Clubhouse Coordinator.
3. **Reservations:** Reservations must be submitted not less than 7 days in advance of the event. Deposits and liability certifications must be received 1 day prior to the event.
4. **Reservations on first come basis:** Use of the Clubhouse will be made on a first-come, first-served basis.
5. **Capacity:** The maximum capacity of the Clubhouse is 118 persons, and this number must not be exceeded. For every five children under the age of 13, there shall be one adult present. For every eight children between the ages of 13-18, there shall be one adult present. The Member who reserved the Clubhouse shall supervise all minors in order to ensure their safety, and to prevent disturbance to the surrounding homeowners.

6. **Outside groups**: The Clubhouse will not be open for use by outside groups. The following exceptions apply:
 - a. An Association member may sponsor use of the Clubhouse by a group to which he or she belongs. And this person must be present during the function. There will be no additional charge for groups of 25 people or less. However, an additional fee of \$35 will be charged for groups of 26 –109 people.
 - b. Insurance requirements (item # 2) must be met.
7. **Tenants**: Tenants of members must have the owners co-sign an application to reserve the Clubhouse. Owners must provide insurance for their tenant's use of the clubhouse.
8. **Pets**: Pets are prohibited from the facilities except for those specially trained in assisting humans (for example, a Seeing Eye dog), or when in prior authorized group activities.
9. **Proper attire**: All persons are prohibited from entering the Clubhouse wearing wet bathing suits. The moisture and chlorine will damage the upholstery, carpet and furnishings.
10. **POOL** Use during the Clubhouse rental is prohibited.
11. **Fire hazards**: No candles whatsoever, except candles on a birthday cake, are to be in the facilities at any time.
12. **Cleaning policy**: All persons using the Clubhouse must abide by the cleaning and checkout policy before leaving.
13. **DO NOT** place hot or damp items on the dining table.”
14. **Alcohol**: Consumption of alcoholic beverages is strictly prohibited.
15. **NO SMOKING** within the recreation center complex.
16. **NO PETS** allowed within the complex, except assistance dogs.
17. **GLASS CONTAINERS** are not allowed except in the kitchen area.
18. Police (non-emergency) at 503-629-0111 if you observe trespassers of any age or any illegal or suspicious activity within the Recreation Complex.

Security Alarms: The Clubhouse has Security Alarms set for 9:45 PM all days of the week

Arbor Roses Club House Rental Check List

We hope you enjoyed your time at the Arbor Roses Club House. Please take the time to go through this check sheet and ensure that you have completed all items before vacating the building on your scheduled rental date. Any items left unchecked or undone may be cause for the withholding of your security deposit. Thank you for your understanding and assistance with keeping our club house beautiful. Please remember that you must bring your own cleaning supplies.

Renter's Name _____

Date of Rental _____

- Remove all personal items, including decorations placed indoors and outdoors
- Vacuum carpets and empty vacuum canister
- Mop kitchen floors
- Clean/wipe down kitchen counters and sink.
- Return all furniture, fixtures and décor to original location. Close and lock windows.
- Pull doors closed leading to bathrooms and the door in the kitchen. These doors will not fully close independently.
- Wipe down tables and stools
- Remove garbage/trash (You are responsible for disposing of all garbage. Garbage placed in the dumpster after your event will subject you to the loss of your security deposit.)
- Turn off all lights (Other than security lights) and fire place.
- Wipe down the refrigerator and all other appliances.
- Shut off all appliances.
- Do Not Burn the Candles!** No open flames are permitted on the club house grounds
- No Smoking allowed in the club house or common area property.
- Ring out the mop and empty the contents of the moping bucket (use toilets for disposal of dirty water)
- Do not adjust the thermostat.
- Turn restroom lights off if you are the last to vacate the building.

TV,DVD/CD Check off list

- Press "OFF" on the remote control; listen closely to ensure you hear ALL equipment turn off
- Close and lock both black boxes
- Replace remote control and keys to combo-code lock box and scramble digits to engage the lock

Please leave this form on the kitchen counter. The Club House grounds will be checked after each rental to ensure all Club House property is present and in the same condition, it was prior to the rental.

Instructions for the use of TV- DVD-CD and stereo equipment in the Arbor Roses Clubhouse

The remote control and key to the TV, DVD/CD and all other stereo equipment player is located in the combo-code locked box. The code is 630.

Both black lock boxes must be closed and locked prior to check out. There is a fine associated with failing to do so. Please do not open the bottom box as there is no equipment in there that you will need to operate the system with the remote access.

Both the key and remote must be returned to the combo-code lock box prior to check out. There is a fine associated with failing to do so.

The remote is programmed to turn on all equipment you need with a touch of a button. Look at the top of the remote and see “Watch Movie”, “Listen to music” and “Watch TV” and “More options”. By pressing these buttons and waiting, the remote will turn on the equipment you need.

Please push the “off” button when you are done to turn off all equipment. There is a fine associated with failing to do so as the equipment can over heat if left on too long.

Do not attempt to rewire or relocate any devices. If the equipment appears to have been tampered with after your rental it could result in a fine.

Please take care of this equipment so we can enjoy it for many years to come.

Thank you!

Arbor Roses Board of Directors

- Additional Courtesy Items -

As with any other shared community space, there are rules of “common courtesy” that should be followed to allow maximum enjoyment for all concerned. Please keep the following in mind:

1. Maintenance/cleaning of the clubhouse occurs multiple times per week. To preserve our beautiful space, please clean up after yourself, your family and guests. Remember to leave the space in the same condition you would like it the next time you visit. Each time a repair or additional maintenance problem occurs, it is paid for out of our HOA assessments.
2. Please note that the clubhouse complex closes at 10:00pm. Be respectful of your neighbors that live close to the recreation center and exit the facility at or before this time.
3. Please be courteous to the neighbors that live around the clubhouse.
4. We all need to remember that the recreation center is *our* private property and the responsibility falls on each and every one of us to help preserve the quality of our neighborhood. If you encounter trespassers or witness vandalism, phone the Police (non-emergency) at 503-629-0111 immediately to report the violators. Do not dial 911 for this purpose.
5. If you find a problem within the complex or have other questions or concerns, please call Northwest Community Management at 503.670.8111 eves/weekends or send an email to beverley.boyd@nwcommunity.com.

Our recreation center is a beautiful space that can be enjoyed by all for many years to come. Let's all participate responsibly in celebration of our wonderful facility and look forward to many good times ahead.

**ARBOR ROSES HOMEOWNERS ASSOCIATION
FACILITIES USE POLICY AND AGREEMENT**

Clubhouse Facilities Use Agreement

THIS FACILITIES USE AGREEMENT is made this ____ day of _____, 201__, between _____, whose address is _____, and whose telephone number is (____) _____ (collectively, “**Owner**”), and **Arbor Roses Homeowners Association**, whose address is c/o Northwest Community Management Company, P.O. Box 23099, Tigard, OR 97281, and whose telephone number is 503-670-8111 (collectively, “**Association**”).

1. **Use of Facilities.** Association grants to Owner the right to use the following facilities at 1050 SE Bianca Avenue, Hillsboro, OR 97123, at the time and for the purpose specified below:

Facilities: Recreation Center Clubhouse (Excluding Pool and Weight Room)
Note: No other Arbor Roses facilities are available in conjunction with the clubhouse for exclusive use.

Date: _____

Time: _____ to _____

Event: _____

2. **Use Fee and Deposit.** Upon execution of this Agreement, Owner shall pay to Association the following:

\$ <u>50.00 (nonrefundable)</u>	Clubhouse Rental
\$ <u>200.00</u>	Security Deposit

The Security Deposit, less any charges for cleanup and/or damage, will be refunded within 15 days following the event. The Owner shall forfeit the entire security deposit if the security alarm is accidentally set off by the Owner or their guests. The Clubhouse and Pool alarms are set for 9:45 PM.

3. **Responsibilities of Owner.** The Clubhouse shall be left in a clean and orderly condition with all loose trash removed. All furniture is to be returned to its original position. Tape is to be removed from ceilings, windows, doors and walls. All wastebaskets are to be emptied and new liners put inside. Full trash bags are to be removed from the premises. Remember any garbage placed in the dumpster after your event will subject you to the loss of your security deposit. All countertops and tables are to be wiped down. The stovetop, microwave oven, oven, refrigerator and dishwasher are to be cleaned. All food is to be removed from the facility. The kitchen floor shall be mopped. The gas fireplace and all lights are to be turned off. The hallway door, windows and all other doors are to be closed and locked. If Owner fails perform any of these tasks, the Association may cause such work to be done at Owner’s expense. Owner shall obey all laws and not permit any noise or other activities that may disturb residents of the development. In addition, Owner and Owner’s guests shall comply with any other rules and regulations of the Association pertaining to use of the Facilities as may be attached to this Agreement.

4. **Assumption of Risk.** The Clubhouse facility is provided by the Association on an “as-is” basis. Owner agrees to assume all risk of injury, loss or damage to Owner or to any persons, goods, materials or property arising out of or in connection with use of the Facilities pursuant to this Agreement.

5. **Responsibility for Damage.** Owner agrees to be financially responsible for any and all damage to the Facilities and their contents, or for any loss through theft, occurring during or in any way related to use of the Facilities pursuant to this Agreement, including, without limitation, any breakage or loss of tableware, kitchenware or equipment. Owner agrees to promptly notify the Clubhouse Coordinator of any damage or loss that occurs.

6. **Indemnification.** Owner agrees to indemnify, hold harmless and defend the Association and its officers, clubhouse coordinators, committee members, employees and directors, from and against any claims, suits, costs, loss, damage, liability or expense (including, without limitation, attorneys’ fees) arising out of or in connection with use of the Facilities pursuant to this Agreement, whether or not caused or contributed to by any act or omission (negligent or otherwise) of the Association, its agents or employees. Owner shall provide the Association with written proof of liability insurance.

7. **Obligations Joint and Several.** If Owner consists of more than one person, the obligations of each such person shall be joint and several.

8. **Attorneys’ Fees.** In the event of any litigation or arbitration concerning this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys’ fees and court or arbitration costs, at trial, on appeal and on any petition for review.

9. **Rights Personal.** The rights granted to Owner under this Agreement are personal to Owner and may not be assigned by Owner.

MEMBER:

Date: _____

**CLUBHOUSE
COORDINATOR:**

By _____

Date: _____

**Please mail checks and signed policy to:
Northwest Community Management
Attn: Clubhouse Coordinator
PO Box 23099
Tigard, OR 97281**

Clubhouse Rental - Financial Penalties

This form is to be used as a guideline to follow when assessing the condition of the clubhouse after a rental has commenced.

The following items will result in the withholding of a portion or the entire deposit made for the rental of the Arbor Roses Clubhouse facility. The purpose of the financial penalties are not to punish clubhouse renters, but to encourage cooperation from renters in order to keep the Arbor Roses Clubhouse facility in top condition so that it can be enjoyed for years to come. Additional fines may be assessed in order to repair or replace items damaged by the renter and/or their guests, or to replace items that are missing from the clubhouse after rental has commenced, if the cost of the repair or replacement of damaged and/or missing items is in excess of the clubhouse rental deposit. Additional fines may also be assessed if cleaning fees are in excess of the clubhouse rental deposit.

	\$25	\$50	\$100	\$200
<u>Minor House Keeping Items:</u>				
Dirty counters, floors, or carpets		X		
Misc. décor and furniture not returned to original location	X			
Garbage left at facility	X			
Doors left open or unlocked	X			
Lights or electronics left on	X			
Fireplace left on				X
Multiple personal items left (dishes, balloons, recycling)		X		
<u>Major House Keeping Items:</u>				
Very filthy counters, floors, or carpets				X
Broken/damaged décor or furniture				X
Missing décor or furniture				X
Missing entertainment center remote control				X
Damage to electronic equipment due to not powering down				X
Missing black box key to stereo equipment		X		
Use of the Pool during an event is not allowed				X

Revised June 2010