

Care of Premises

Neither Cheyenne Crossing Homeowner hereinafter called "Client" nor its guests will cause damage to the premises, or permit anything to be done whereby the premises will be in any manner injured, marred or defaced. Renter will not make or allow to be made any kind of alterations to the premises. The premises shall be inspected by a CC HOA board member before and after the event to ascertain any damage which might have occurred during the event or pre/post production of the event. Special care must be taken in the moving of furniture to prevent damage to walls and floors. Nothing must be allowed to drag across the surfaces. No portion of the sidewalk, entries, passages, or fire exits may be obstructed by renter, their guests or representatives, or used for any other purpose other than ingress or egress from the premises.

Acceptance of Premises: It is understood that client accepts premises "As Is" Client may make, at its own expense, only those changes, alterations, installations and decorations which are stated in this agreement. Premises will be returned in the same condition as when first occupied.

Questions/Problems? If you have any questions or problems before or during your usage of the Community Clubhouse, please contact a board member through our website <https://cheyennecrossinghoa.org/>

Signature Required Below:

I have read all of the reservation/usage policy information and by signing below, I agree to comply with the provisions of this agreement.

I understand that my security deposit may be forfeited or I may be billed for any additional expense should any of the aforementioned requirements be ignored or abused, or if any damages are a result of the actions of my usage of the Community Clubhouse.

Client acknowledges that his/her use of the facility is purely for the pleasure of his/her guests. CC HOA Board of Directors sanctioned events for the benefit of the community shall be given priority. Renter further acknowledges that neither Cheyenne Crossing HOA Board ("Manager"), nor Cheyenne Crossing Homeowners Association ("Association"), has assumed responsibility for, nor shall the Manager or the Association have any liability for, the actions or inactions of the client his/her guests and invitees or for any injury, damage or loss any person may sustain while using the facility or in connection with or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in while using the facility.

Client(s) on behalf of himself, his heirs, successors and assigns, and on behalf of his/her guests and invitees, their heirs, and assigns hereby releases the Manager, the Association and the respective officers, directors, shareholders, members, successors and assigns, from any claims which client(s), his or her guests, and invitees, now have or may have which are related in any way to any loss, damages or injury that may be sustained in connection with their use of the facilities or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in while using the facility.

Client(s) on behalf of himself, his heirs, successors and assigns, agrees to indemnify, defend and hold harmless the Manager and the Association and their respective officers, directors, shareholders, agents, members, successors, and assigns against any and all claims, demands, damages, costs and expenses, including reasonable attorney fees arising from user of the facilities, including the buildings and sidewalks adjoining same, by the Client(s), his or her guests, and invitees, or as result of any activity including consumption of alcohol or other intoxicating substances, engaged in by such person while using the facility. In the event any action or proceeding is brought against the Manager or the Association, their respective officers, directors, shareholders, agents, members, successors, or assigns by reason of any such claim, client(s) and assigns, agree to pay all costs of defense of such action or proceeding by council satisfactory to the Manager and the Association.

The foregoing indemnification and defense obligations shall not be conditioned upon the availability of insurance coverage. Client(s) failure to obtain insurance coverage or the refusal of the insurer to pay any claim or otherwise assist client(s) in fulfilling such obligations shall not relieve client(s) of the indemnification and defense obligations set forth herein,

Signature: _____ Date: _____

Cheyenne Crossing HOA reserves the rights to refuse application for good cause or to revoke the rental applicants permit privileges. If this occurs, we will attempt to notify you as soon as possible.

(Revised 3/2016)

Reservation/Usage Policy Information

Facility Usage: The facility may not be reserved more than one (1) year in advance. No facilities may be used for renters profit purposes without prior approval from the HOA. Sale/Use of Alcohol is prohibited. Requests for periodic, regularly recurring use of the facility must be approved by the HOA.

Hours: The facility may be reserved for use Sunday-Thursday 10am to 10pm, Friday & Saturday 10am to 1am. The facility may not be used past 1am without prior approval from the CC HOA Board. Please allow appropriate time for setup before the event and cleanup after your event.

Usage Agreement: To reserve the CC HOA Community Clubhouse, a Care of Premises Agreement must be completed, signed and returned to the CC HOA Board. Residents **MUST** be current on their homeowner dues in order to use the facility.

Rental Fees: There is no rental fee at this time.

Security Deposit: All rental applicants must pay a security deposit of **\$ 50.00 per event rental**. The deposit is refundable if the facility is left clean and there is no damage to furnishings or equipment. Any costs incurred in cleaning or repairing the facility will be deducted from the deposit. Should damage exceed the deposit, the association will resort to legal remedies, including a lien on homeowner(s) property. The decision of whether the deposit shall be refunded is solely up to the CC HOA Board and will not be refunded until the facility has been inspected by a CC HOA board representative.

Reservations: Clubhouse reservations are "first-come, first served" with priorities given to Cheyenne Crossing HOA functions. A completed reservation form and security deposit checks are to be received by the CC HOA Board to finalize a reservation.

Reservation Status: A rental reservation is considered binding after the facility Rental Agreement has been signed by the rental applicant and approved by the HOA Board. Renter will receive confirmation e-mail which will include a Post Function/Event Cleanup Checklist and instructions on obtaining access to the clubhouse.

Parking: Limited spaces are available for parking at the CC HOA Community Clubhouse. Vehicles can be parked along the road leaving room for traffic to flow. Edmond Police will ticket all vehicles parking against the flow of traffic.

Personal Property: The CC HOA is not responsible for any valuables or personal property left on the premises.

Animals: Animals, with the exception of service animals, are not permitted inside the CC HOA Community Clubhouse without prior approval of the HOA.

Cleaning: The facility must be cleaned, all decorations and trash must be removed, and the facility must be vacated by the end time indicated on the Facility Usage Agreement. The

Cheyenne Crossing homeowner reserving/using the club house is responsible for removal of all personal articles, including leftover food, decorations, etc., and depositing trash in the trash cans. All table tops, chairs, counter tops, and any appliances used must be wiped clean.

All appliances and lights need to be turned off, all doors and windows locked. Cleaning check list left on the kitchen counter. Rental applicant shall spot mop any spills and sweep the floor if needed. If it becomes necessary for HOA to do an extensive amount of cleaning, there will be a corresponding deduction from the security deposit, as determined by the HOA.

Caterers: if you choose to employ an outside caterer for their event. Caterers are required to abide by all policies outlined in the Facility Usage Agreement. All food and beverages must be removed from the premises after the event. Waste food, ice and beverages may not be dumped onto soil or landscaping anywhere on the premises by guests or catering staff. Cheyenne Crossing applicants and/or their caterers are required to provide their own tableware, linens, and service needs. No catering equipment, decor or other items may be left behind or stored on the property after an event unless prior arrangements have been made with the HOA.

Minors: Any usage with participants under the age of 18 is required to have at least one adult chaperone for every ten minors present during the event.

Decorations: No decorations or temporary fixtures may be affixed to the building or any architectural feature with nails, tacks, staples, or any application that will cause irreversible damage. Tape is not permitted on any walls, glass or fixtures.

Confetti: Thrown rice, birdseed, glitter, and all types of confetti are prohibited inside the CC HOA Clubhouse.

Candles: All candles must be contained in a glass container taller than the top of the candle flame.

Smoking: Smoking is prohibited inside or on the grounds of any HOA facilities.

Noise: Noise, especially music, must be kept under control and cannot be disruptive to surrounding homes. Any complaints regarding noise will be the responsibility of the Cheyenne Crossing Homeowner reserving the usage of the club house.

Pool: Pool Season (Memorial Day through Labor Day). For parties held from Memorial Day through Labor Day, renter is required to adhere to all rules and regulations regarding use of the pool; specifically no more than 4 pool guests per household. Off Season (Labor Day through Memorial Day). Pool may not be used nor is the pool cover to be disturbed.

(Revised 3/2016)

CHEYENNE CROSSING HOMEOWNERS ASSOCIATION (HOA) Clubhouse Usage Agreement

The HOA Community Clubhouse can be reserved/used to host meetings and small social gatherings. The Clubhouse is equipped with a kitchen - with a garbage disposal, dishwasher, microwave, & refrigerator; there is no oven or stove. Adjoining room has a couch and love seat, and a table with 6 chairs for dining purposes. For larger groups we also have folding tables, and folding chairs.

Maximum Occupancy is 49.

Facility Usage Agreement & Security Deposit:

Cheyenne Crossing Homeowner –

Cheyenne Crossing Renter –

Required Security Deposit for all renters, per reservation/usage is \$50.00

Name: _____

Signature: _____

Address: _____

Tel(H): _____

Tel (C): _____

E-Mail Address: _____

Please Describe the purpose of your event: _____

Date of Event: _____

Start Time: _____

End Time: _____

Est. Attendance: _____

Will there be Food or Beverage Present? [Yes or No] Will there be a Caterer Present? [Yes or No]

Payment information (check payable to CC HOA)

Security Deposit: \$_____ Check # _____

NOTE: There is a \$10.00 fee if your deposited check is returned to our bank for any reason.

Signature: _____

Date: _____

Cheyenne Crossing HOA will officially reserve the facility subject to availability upon receipt of your reservation agreement and security deposit check payable to CC HOA along with your signed agreements. Please return the signed agreements along with your check to:

CC HOA

P. O. Box 30103

Edmond, OK 73003-0002