

CHEYENNE CROSSING HOMEOWNERS ASSOCIATION
2601 Flint Ridge Rd.
Clubhouse Reservation and Usage Agreement

The Cheyenne Crossing Homeowners Association Clubhouse can be reserved by neighborhood residents for meetings and small social gatherings. The Clubhouse is equipped with a small kitchen including a garbage disposal, dishwasher, microwave, & refrigerator; there is no oven or stove. The Event Sponsor is responsible for providing all serving utensils and tableware needed for their event. The gathering room has furniture to accommodate small groups. For larger groups there are folding tables and chairs. Additional seating is the responsibility of the Event Sponsor. In no event shall the HOA furniture be removed from the gathering room.

Maximum Occupancy is 49 persons.

Event Reservation Information

Select One Event Sponsor:

- Cheyenne Crossing Homeowner
 Cheyenne Crossing Renter

Required Security Deposit per reservation is \$50.00

Event Sponsor's Name: _____

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 Cheyenne Crossing HOA)

Security Deposit: \$_____ Check #_____

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

Clubhouse Usage Policy

Facility Usage: The Clubhouse is for the use of residents of Cheyenne Crossing and their guests. Clubhouse reservations DO NOT include exclusive use of the swimming pool area or the Clubhouse restrooms; these areas will remain open to other HOA members as well as persons attending this event.

Hours: The Clubhouse may be reserved for use any day of the week from 9AM to 11PM. The facility may not be used past 11PM without prior approval from the Clubhouse Director. Please allow appropriate time for setup before the event and cleanup after your event.

Usage Agreement: To reserve the Clubhouse, the Event Sponsor must complete this Reservation Agreement and return it to the Clubhouse Director with the required security deposit. Residents **MUST** be current on their homeowner dues to use the facility. Requests for regularly recurring use of the facility must be approved by the CC HOA.

Security Deposit: All Event Sponsors must pay a security deposit of **\$ 50.00 per event**. The deposit is refundable if the facility is cleaned after the event and there is no damage to furnishings or equipment. Any additional cost to clean or repair the facility will be deducted from the deposit. The Event Sponsor will reimburse the HOA for any cleaning or repair costs that exceed the security deposit. The decision of whether the deposit shall be refunded is solely up to the Clubhouse Director and will not be refunded until the facility has been inspected by the Clubhouse Director.

Reservations: Clubhouse reservations are "first-come, first served" with priorities given to Cheyenne Crossing HOA functions. A completed Usage Agreement and security deposit check must be received by the Clubhouse Director to finalize a reservation.

Reservation Status: A reservation is considered binding after the facility Reservation Agreement has been signed by the Event Sponsor and approved by the Clubhouse Director. The Sponsor will receive a 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 north side of the Clubhouse. Additional vehicles can be parked on the street taking care not to block driveways or traffic.

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

Animals: Animals, except for service animals, are not permitted inside the Clubhouse or swimming pool area without prior approval of the HOA.

Cleaning: The facility must be cleaned, all decorations and trash must be removed, and the facility vacated by the end

time indicated on the Reservation Agreement. A cleaning checklist is on the kitchen counter.

Furniture: All furniture and folding tables and chairs must be wiped down and cleaned. Folding tables and chairs may be used on the patio, but all other furnishings must remain in the gathering room. Care must be taken when moving furniture to prevent scuffing or damage to walls or floors.

Kitchen: All appliances (except the refrigerator) and lights need to be turned off, all doors and windows locked.

Floors: Floors should be swept as needed; spills shall be spot-mopped. If it is necessary for the HOA to do additional cleaning there will be a corresponding deduction from the security deposit, as determined by the Clubhouse Director.

Food and Catering: All food and beverages must be removed from the premises after the event. Waste food, ice and beverages must be disposed of in the waste carts. Event Sponsors 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 Clubhouse Director.

Minors: Any event 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 any building surface using nails, tacks, staples, or any fastener that mars the surfaces. *Do not use duct tape or scotch tape.*

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

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

Smoking/Vaping: Smoking/vaping is prohibited inside or on the grounds of the Clubhouse or pool.

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 Event Sponsor.

Pool: The pool may be used in-season during normal hours 9AM to 9PM. Other HOA members may also use the pool and restrooms during the event. The patio may be used off-season, but care must be taken to avoid damaging or walking on the pool cover.

Care of Premises

Neither Cheyenne Crossing Homeowner or Renter, hereinafter called "Event Sponsor" 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. The Event Sponsor will not make or allow to be made any kind of alterations to the premises. The premises shall be inspected by the Clubhouse Director before and after the event to ascertain any damage which might have occurred in connection with the event. No portion of the sidewalk, entries, passages, or fire exits may be obstructed by the Event Sponsor, 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 the Event Sponsor accepts premises "As Is". The Event Sponsor 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 Clubhouse, please contact the Clubhouse Director or a board member through our website <https://cheyennecrossinghoa.org/>

Signature Required Below:

I have read all the Clubhouse 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.

Event Sponsor, on behalf of himself, his heirs, successors or assigns, and on behalf of his/her guests and invitees, their heirs and assigns hereby releases the Cheyenne Crossing HOA Board ("Clubhouse Director"), the Cheyenne Crossing Homeowners Association ("Association") and the respective officers, directors, shareholders, members, successors and assigns, from any claims which Event Sponsors, his or her guests, 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.

Event Sponsors on behalf of himself, his heirs, successors and assigns, agrees to indemnify, defend, and hold harmless the Clubhouse Director 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 use of the facilities, including the buildings and sidewalks adjoining same, by the Event Sponsor, 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 Clubhouse Director or the Association, their respective officers, directors, shareholders, agents, members, successors, or assigns by reason of any such claim, Event Sponsors and assigns, agree to pay all costs of defense of such action or proceeding by council satisfactory to the Clubhouse Director and the Association.

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

Signature: _____ Date: _____

Printed Name _____ Address _____

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.