

enter the name of your association in the line above

**EXCLUSIVE COMMON AREA AND FACILITIES
USE AGREEMENT**

The _____ (HOA) offers to its members the exclusive use of its common areas and facilities for special events such as parties and receptions during the hours of 10:00 AM to 10:00 PM.

This agreement is made between _____ (HOA) and the Owner or Tenant Resident (Member) with the owner's written approval. Only Members 21 years of age or older may host. No public use or for-profit activities are to be held on association property.

Member's Name: _____

Address: _____ Lot #: _____

Date and Time of Function: _____

Telephone Numbers: Home: _____ Business: _____

Conditions of this agreement:

1. The Member agrees to submit a \$200 security deposit, which is fully 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. A \$25.00 administration fee may be deducted from the \$200 deposit in the event of cancellation.
2. The Member agrees to supply an insurance certificate to the management office, prior to the event, naming the HOA as an "Additional Insured" for the date of the event, including the policy number and a minimum of \$300,000 in general liability coverage. (This certificate can usually be obtained through the homeowners' insurance carrier).
3. Prior to the event, a walk-through with the Community Manager will be conducted to note the condition of the common areas and facilities. Member is wholly responsible to set up meeting with manager not less than 5 days in advance of event. Walkthrough will occur within manager's schedule.
4. The Member agrees to clean up the premises after use. All trash must be picked up and disposed of properly in the Member's own facilities. No trash is to remain within the common area or facility.
5. The Member is responsible for informing and enforcing all community rules applying to the use of the common area.
6. No alcoholic beverages are to be served without prior approval from the Board of Directors (in the event of which, an Alcohol Use Permit must accompany this agreement).

Member Signature _____ Date _____

By my signature below, I approve of my Tenant Resident's exclusive use of clubhouse:

Owner's Signature: _____ **Date:** _____

HOA Board of Directors use only: Denied Approved

Approved by: _____ **Date:** _____

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**WAIVER OF LIABILITY
FOR USE OF COMMON AREAS AND FACILITIES**

Use of the Common Areas and Facilities is reserved for the Owners of Lots in _____ (HOA) and their tenants and invited guests ("User(s)"). Any use of the common areas and Facilities is at the User's sole risk.

_____ (Developer), Northwest Community Management Company, _____ (HOA); and their respective successors, agents and assigns, including, without limitation, the Board of Directors and its members of the _____ (HOA), are all referred to below as the "Indemnified Parties."

As an Owner of a Lot, you agree to the following in connection with any use of the Common Areas and Facilities by or through you:

1. **Waiver of Liability.** I do acknowledge that I and all such Users by or through me waive any liability on the part of the Indemnified Parties for any personal injury, property damage or loss occurring in the Common Areas or Facilities, to the fullest extent permitted by law.

2. **Indemnification and Hold Harmless.** I hereby agree to indemnify and hold harmless the Indemnified Parties from any liability from any loss, claim, award, damage or penalty arising out of any activities by you or any User acting by or through you in the Common Areas or facilities, to the fullest extent permitted by law.

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Property Address: _____

Lot #: _____

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**TEMPORARY USE PERMIT
FOR ALCOHOLIC BEVERAGES**

1. Applicant _____ Phone _____

2. Mailing Address _____ City _____ Zip Code _____

3. Event Address _____ City _____ Zip Code _____

4. Event Type _____ Hours of Event _____

5. Number of expected attendance _____ Will minors attend ? _____

6. Control plan for managing minor patrons and adult alcohol consumption _____

7. Special Equipment (i.e. barbecues, lighting, musical instruments, props etc.) _____

Signature _____ Date _____

Restrictions

- Person serving alcohol must have OLCC servers card.
- Beer and wine only, no hard liquor.
- The Applicant must be present for the entire event.
- Alcohol use is prohibited on public sidewalks.
- No amplified music.
- Only freestanding decorations are permitted.
- No open fires.
- No weapons.
- No boisterous conduct or use of profane or improper language.
- No fireworks.

HOA Board of Directors use only:

Denied

Approved

Approved by: _____

Date: _____