

REQUEST FOR USE OF THE BRENTWOOD CLUBHOUSE

Brentwood Homeowners Association
c/o Kentucky Realty, Inc.
3944 Bardstown Road
Louisville, Kentucky 40218

REQUESTED BY: _____

PHONE: (HOME) _____ (WORK) _____

ADDRESS: _____

TYPE OF FUNCTION: _____

DATE DESIRED: _____ FROM: _____ TO: _____

NUMBER OF GUESTS: _____

WILL FOOD BE SERVED: _____ KITCHEN FACILITIES NEEDED: _____

WILL THERE BE MUSIC: (STATE HOW PROVIDED, BAND, D.J., ETC) _____

ARE YOU CURRENT WITH YOUR ASSOCIATION FEES: _____

PLEASE READ THE CONTRACT AGREEMENT (ATTACHED) AND RULES AND REGULATIONS BEFORE SIGNING THE FOLLOWING STATEMENT.

A FEE OF \$450.00, WHICH INCLUDES A SECURITY DEPOSIT OF \$150.00 AND NON-RETURNABLE USAGE FEE OF \$300.00, MUST ACCOMPANY THIS APPLICATION. CHECKS ARE TO BE MADE PAYABLE TO BRENTWOOD HOMEOWNERS ASSOCIATION (ASSOCIATION). THE DEPOSIT IS SUBJECT TO THE CONDITIONS SET OUT ON THE ACCOMPANYING PAGE OF RULES AND REGULATIONS.

I UNDERSTAND THE CONTRACT AGREEMENT AND AGREE TO ABIDE BY THE RULES AND REGULATIONS SET FORTH BY THE BOARD OF DIRECTORS. I CERTIFY BY MY SIGNATURE THAT I HAVE RECEIVED AN ACCOMPANYING SET OF RULES AND REGULATIONS AND THAT I AM RESPONSIBLE UNTIL 10:30 A.M. THE FOLLOWING MORNING FOR THE RENTAL AREA AND ITS FURNISHINGS.

IN THE EVENT THAT ALCOHOLIC BEVERAGES ARE EITHER SERVED AT THE PARTY BY THE RESIDENT OR ARE BROUGHT TO THE PARTY BY GUESTS OR INVITEES OF THE RESIDENT FOR CONSUMPTION AT THE PARTY, RESIDENT SHALL BE SOLELY LIABLE FOR PROVIDING ALCOHOL AT THE PARTY. OLDHAM FARMS DEVELOPMENT, LLD (OFD), THE ASSOCIATION AND THE MANAGEMENT COMPANY FOR OFD SHALL NOT BE IN ANY WAY LIABLE FOR ANY OF THE FOREGOING. FURTHERMORE, RESIDENT HEREBY SPECIFICALLY AGREES TO INDEMNIFY AND HOLD HARMLESS OFD, THE ASSOCIATION AND THE MANAGEMENT COMPANY FROM ANY AND ALL CLAIMS BY ANY PERSONS WHOMSOEVER ARISING OUT OF THE PARTY GENERALLY AND OUT OF THE CONSUMPTION OF ALCOHOL AT THE PARTY SPECIFICALLY. ALL ALCOHOLIC BEVERAGES AT THE PARTY ARE TO BE CONSUMED IN THE GREAT ROOM ONLY.

RESIDENT'S SIGNATURE: _____ DATE SUBMITTED: _____

APPROVED BY: _____ DATE APPROVED: _____

Brentwood CLUBHOUSE RENTAL RULES

1. For rental purposes, the area to be rented (hereafter referred to as the "rental area") shall include the Great Room, kitchen, and access to the restrooms.
2. The rental area can be reserved for private use by any Resident in good standing with the Homeowners Association. The rental area is NEVER available for overnight activities or lodging. Only adults (over the age of 21) can make reservations. If a Resident is younger than 21 years of age and wishes to use the rental area, the reservation must be made by an adult Resident who must agree to be present at all times and take responsibility for all activities.
3. The rental area of the Clubhouse is NOT to be a facility for use by outside organizations.
4. No Resident may reserve the rental area for use by a non-resident.
5. The maximum number of people permitted in the rental area at any one time is to be determined by City and/or Local fire codes.
6. A fee of \$450.00, which includes a security deposit of \$150.00 plus a non-refundable fee of \$300.00, must accompany the application for the use of the rental area. The \$450.00 deposit must be paid to the Management Company at least two (2) weeks in advance of the Resident's use of the rental area. All checks should be made payable to Brentwood Homeowners Association. If the Resident's check for the rental fails to clear the bank, a \$20.00 charge for the returned check is charged. It may only be reserved again by a cash payment of \$450.00, plus the \$20.00 charge for the returned check. The amounts of the security deposit and the non-refundable fee may be subject to change without notice.
7. The Resident, who has rented the rental area, or a responsible agent acting on behalf of the Resident, MUST BE PRESENT at all times during its use. Caterers, florists, musicians, and others, prior to and after the rental of the rental area, MUST be accompanied by the Resident or their agent while in the rental area. Deliveries MUST BE MADE AT THE REAR ENTRANCE OF THE CLUBHOUSE.
8. Guests are to be under the direction and control of the Resident making the reservation. Alcoholic beverages may not be sold under any circumstances. The use of any alcoholic beverages must be confined to the rental area only and must be in accordance with State and Local Laws. The Resident is responsible for the behavior of guests. Any infractions or disturbances resulting from the activity in the rental area which requires police authorities to respond and/or take action shall be considered a violation of these rules and will result in forfeiture of the total deposit plus additional charges and fines may be levied.
9. The Resident(s) and guests must park only in the parking lot adjacent to the Clubhouse in the designated parking spots. Vehicles parked otherwise may be towed away at the Owners' expense.
10. If the Clubhouse area or any other common area is damaged, the Homeowners Association reserves the right to refuse future use of the Clubhouse to the Resident responsible for the damage.
11. The Resident reserving the rental area is responsible for their guests' behavior. This is a residential community and boisterous behavior before, during, or when departing the Clubhouse should be minimized. Be a "good neighbor."
12. The Resident assumes FULL responsibility for any damage done to the rental area, its contents, or the surrounding common area. The Resident shall hold the Association harmless from, and indemnify the Association for, any claims against the Association for damages, including reasonable attorney's fees and court costs suffered by the Association.
13. The Board of Directors and the Management reserve the right to free access to all portions of the Clubhouse at all times.
14. Pets are PROHIBITED except for service animals.
15. The rental area will be made available one day prior to the rental date to accommodate any set-up or decorating which needs to be done.
16. It is the responsibility of the Resident reserving the rental area to ensure that the Clubhouse is left in the same condition as it was before the event. All trash, all decorations, and all food are to be removed, and the restrooms cleared of trash. Tables, counters, windows, and floors must be cleaned so that the Clubhouse is ready for the next resident's use. Failure to meet all items on the rental checklist will result in the withholding of a portion or all of the security deposit and/or extra charges unless the Resident performs whatever is necessary to meet the guidelines of the checklist. The rental area and

restrooms must be cleaned and returned to the original condition no later than 10:30 a.m. the day following the rental date.

17. After a rental, the security deposit will be refunded or applied in whole or in part to restore the rental area to its original condition. The condition of the rental area after use is determined by the Management Company. This determination must be made within twenty-four (24) hours of the beginning time of the rental and prior to the next rental. The Resident must be present during the inspection or forfeit the right to protest any withholding of the deposit and/or additional assessment for damages not covered by the deposit.
18. All trash must be removed from the rental area and the surrounding Common Area.
19. Decorations from the parties may not be nailed or tacked to any surfaces. Furthermore, tape applied to painted surfaces removes the paint and will cause a charge to be assessed for repair.
20. The cost of cleaning or repairing the rental area and/or adjacent common areas, that result from the use by the Resident or guests (invited or not), which exceeds the amount of security deposit, shall be assessed against the Resident. The Resident consents that the assessment, together with any reasonable attorney fees, court cost, and/or collection costs, shall constitute a lien against the Resident's Property. The lien may be foreclosed.
21. Closing time for the Clubhouse is 1:00 a.m. All guests must be gone by 1:00 a.m. The Resident renting the rental area must vacate the premise by 1:30 a.m. Cleaning may resume at 6:00 a.m.
22. Any violation of these rules will result in the forfeiture of part or all of the security deposit. This is in addition to any other remedy available to the Association, including the filing of a lien for any costs or damages suffered by the Association.
23. Swimming apparel may not be worn inside the rental area at anytime.