

Brushy Meadows Homeowners Association, Inc.
Clubhouse Rules & Conditions
And
Clubhouse Rental Agreement

Homeowner Rental

Rental Cost: FREE for first rental each calendar year.
Additional rentals: \$50.00 per day.
Security Deposit: \$300.00

Non Homeowner Rental

Rental Cost: \$300.00 per day
Security Deposit: \$300.00

PROCEDURE TO RESERVE AND RENT CLUBHOUSE:

1. To reserve the Clubhouse, contact AMG (BMHOA Property Management Company) at least 2 weeks prior to the requested date.

AMG Office

AMG Business Hours:

AMG pager (After-hours questions
or emergencies)

967-3564 or 888-227-9890

Mon -Thur 9:00 AM - 5:00 PM; Friday 9:00 AM - 2:00 PM

864-460-0057 (dial number, then follow prompts)

2. Send the completed and signed Rental Agreement, applicable rental fee and security deposit at least seven (7) days prior to your rental date to:

Association Management Group SC, Inc.
3104 Grandview Drive
Simpsonville, SC 29680

3. AMG will contact you 24-48 hours prior to your rental with the access code to open the lock box that holds the key to the Clubhouse. If you do not hear from AMG it is your responsibility to call their office. The lockbox is located to the right of the front doors of the Clubhouse. Turn the tumbler to the code and push the black lever on the left in a down position and pull forward to open for key access.
4. When your event is over complete the "Clubhouse Rental Checklist" and leave on the kitchen counter.
5. Return the key to the lockbox, close the lock box, and turn the tumbler to numbers other than the access code.
6. The Clubhouse will be inspected after the event and all or a portion of your security deposit will be returned/refunded subject to deductions for damages, rule or contract violations.

CONDITIONS:

1. All reservations must be made by an adult 21 years of age or older who is in good standing with Brushy Meadows HOA. The Renter must be in attendance for the duration of the function and will be held responsible for any cleanup charges or damage incurred during the function. No person or organization may reserve the Clubhouse as proxy for anyone not in good standing with Brushy Meadows HOA and/or prohibited from using the facility.
2. The maximum occupancy of the Clubhouse is 100 people.
3. To confirm a reservation the rental fee, \$300.00 security deposit and the completed Rental Agreement must be submitted by the Renter and received by the management company (AMG) at least seven (7) days prior to the rental date.
4. Concerning all Clubhouse rentals, the security deposit may be applied by BMHOA, at its discretion, towards any amount due from Renter for damage to BMHOA property, lost keys and/or violations of the Clubhouse Rules & Conditions and/or the Clubhouse Rental Agreement.

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The security deposit will be handled as follows:

- For Brushy Meadows homeowners - the deposit check will be held by AMG until the Clubhouse has been inspected for damage, satisfactorily cleaned, the key(s) have been returned to the lock box and there have been no rules infractions that would result in forfeiture of all or part of the security deposit. At that time the check will be returned to the Renter.
 - For NON Brushy Meadows homeowners - the check will be DEPOSITED by AMG and the funds retained until the Clubhouse has been inspected for damage, satisfactorily cleaned, the key(s) have been returned to the lock box and there have been no rules infractions that would result in forfeiture of all or part of the security deposit. At that time the deposit will be refunded to the Renter.
5. Any Club or Organization renting the Clubhouse (i.e. Scout groups comprised of Brushy Meadows children, civic groups presenting programs for Brushy Meadows residents) must have one or more Brushy Meadows residents as a member, and will be subject to the homeowner rental fees, deposits, rules and conditions.
 6. Rental requests will be granted on a first come, first served basis. The rental period will be one full day, with all activities (including cleaning) ending no later than 1:00 am.
 7. Clubhouse rental permits the Renter use of the Clubhouse meeting room, restrooms and kitchen facilities. It also includes use of the pool deck and pool. If the Renter's event occurs during normal pool hours, the Renter is not entitled to exclusive use of the pool deck or pool. No swimming after posted pool hours. It is the Renter's responsibility to ensure no wet articles (towels, swimsuits, footwear, etc.) are brought into the Clubhouse. Rules governing the normal use of the pool area apply.
 8. Any event for persons under 21 years of age must be chaperoned at all times, with no less than two adults over 21 per fifteen (15) guests.
 9. All food, drinks, paper products and cleaning supplies must be supplied by the renting party. Supplies stocked in the Clubhouse are property of the BMHOA and are used for general maintenance on the Clubhouse. The Clubhouse will be cleaned in accordance with the Clubhouse Rental Checklist found on the BMHOA web site. All food and beverages must be removed from the refrigerator and the kitchen must be left clean, to include the oven and microwave. Trash bags are to be used at all times and are furnished by the renting party. The renting party is responsible for taking all trash outside to the trash containers. The Clubhouse, pool deck and all outside areas are to be left clean and ready for the next Renter.
 10. It is the Renter's responsibility to understand and comply with all laws and ordinances of the State of S.C., Greenville County and the City of Greer that would apply to the function for which the Clubhouse is being used. Renters will also be responsible for familiarizing themselves and complying with the Brushy Meadows HOA covenants.
 11. The Renter is responsible for all damages resulting from their reservation of the Clubhouse. The Clubhouse Manager will maintain a current record of any existing damages, which will be made available to the Renter upon request. Abuse of the Clubhouse facilities by any homeowner or guest will result in the loss of Clubhouse privileges
 12. The BMHOA Board of Directors, or a representative expressly appointed by them, will have the right to enter the Clubhouse and surrounding premises while in use if it feels necessary for the purposes of security, possible violations of the rental agreement or protection of the property.

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RULES:

1. No pets are allowed in the Clubhouse or surrounding areas.
2. All furniture and equipment must remain in the Clubhouse at all times. Patio/Pool furniture and equipment must remain in the pool area.
3. All outside doors should remain closed during functions.
4. No glass of any kind is allowed on the pool deck
5. No parking on any lawns or landscaped areas. Vehicles associated with the event must be parked in the parking lots and should not be driven over any curb or barrier.
6. No alcoholic beverage will be served to or consumed by anyone under the age of 21.
7. No use of any tobacco products is permitted inside the Clubhouse. You may place sand buckets outside on the sidewalks for your guests. You are responsible for removing the buckets and any litter that may be left behind, including matches and 'butts'.
8. No use of outdoor cooking equipment, such as gas/charcoal grills, is permitted except in designated areas and with the written consent of the BMHOA board or the Clubhouse manager.
9. No open flames such as campfires, fire pits or torches are permitted.
10. No fireworks of any kind are permitted.
11. No gambling as defined by city, county or state laws is permitted.
12. No structure may be assembled or erected for an event without written approval from the BMHOA board. This includes but is not limited to tents, nets, goals and inflatable items.
13. Doors need to be secured and locked upon exiting the building.
14. No loud noise. Music and other sound shall be minimal as to not be heard from neighboring houses.
15. No items designed for outdoor use, such as inflatable devices or dance floors, are permitted inside the clubhouse.

Renter: _____

Address: _____

Phone: (H) _____ (C) _____

Type of Event: (Specific) _____

Time Period: Day _____ Date: _____

From: _____ AM/PM To: _____ AM/PM (not later than 1:00 AM)

Fee: Homeowner first rental - FREE; Homeowner additional rentals - \$50.00; NON homeowner - \$300.00; Security Deposit - \$ 300.00 (Homeowners please send separate check for Security Deposit).

Total Fees: _____

This is an Agreement between the above named Renter and Brushy Meadows Homeowners Association Inc. (BMHOA). In consideration of the mutual promises contained herein, the parties hereby agree as follows:

Agreement: Renter agrees not to use the Facilities for any purpose other than Event described above. Renter agrees to all rules and conditions described in pages (1) and (2) of this document, **Brushy Meadows Homeowners Association, Inc. Clubhouse Rules & Conditions and Clubhouse Rental Agreement**, together with any and all posted rules, regulations and restrictions. **Any violation or breach of the Rules or Conditions of this Agreement may, at BMHOA's sole discretion, result in the immediate termination of this Agreement, removal of the Renter and Renter's guests**

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from the premises, the denial of future use of the Facilities to include any/all common areas and/or forfeiture of Renter's security deposit.

Indemnity and Release: Renter and all of Renter's guests, invitees, employees and agents shall assume all risk of use. Renter shall indemnify, defend and hold harmless BMHOA from any claims, demands, expenses, attorneys' fees and liability arising out of the Renter's use. In addition, Renter for itself and for all persons who may come upon the Facilities or adjoining areas and grounds during Renter's use of the Facilities, hereby agrees that BMHOA shall not be liable in any way for any manner, cause, thing, action or omission with respect to the Facilities or the adjoining areas and grounds or with respect to Renter's use of the Facilities, and BMHOA is hereby released and discharged of any and all liability of any kind with respect thereto. Renter and BMHOA are not partners, principals, agents or otherwise related in any way. Renter is responsible for any and all damage to any property of the Facilities. Renter agrees that BMHOA may file a lien against Renter for any and all costs, expenses and/or damages incurred by BMHOA in connection with this Agreement, which have not been satisfied within thirty (30) days written notice from BMHOA to Renter.

BMHOA reserves the right to deny any reservation request at its discretion

Renter Signature

Date

Brushy Meadows Homeowners Association, Inc. Approval:

Clubhouse Manager or BMHOA Board Member

Date