

Lakeside at Ballentine

110 Cabot Bay Drive, Chapin, SC 29036

Clubhouse Reservation Agreement

Requester's Name: _____ Today's Date: _____

Reservation Date: _____ Times From: _____ To: _____ (including set-up and clean-up.)

Choose one: for Personal Use, or for Community use (all LAB Owners are invited)

Deposit: \$ 50 Admin Fee: \$ 50 (If waived, X-out and include the reason _____)

The Clubhouse is available from 8:00 am – 11:00 pm. Only one reservation per calendar day. Check the public "[Clubhouse Availability Calendar](#)" to see if your chosen date is already booked by someone else. In order to reserve the Clubhouse an Association Member must be in Good Standing.

After confirming your reservation date via email thru LakesideatBallentineHOA@gmail.com provide this completed "Clubhouse Reservation Agreement" and your (separate) checks for Deposit and Admin' Fee to the Clubhouse Liaison, unless you were instructed otherwise in the reply email from the HOA. Failure to deliver the agreement and checks on time will result in automatic cancellation of the reservation.

Restrooms at the Clubhouse are accessible from both, the Clubhouse interior and from their exterior doors on the pool side of the building. During the swimming season, and pool hours, pool goers have rights to use the restrooms. There are deadbolt locks on the Clubhouse interior doors to the restrooms, which must be locked when the Clubhouse is unattended, to prevent unauthorized Clubhouse entry from the restrooms. Restroom cleaning is scheduled weekly during the swimming season and bi-weekly in winter months. The actual conditions of the restrooms cannot be guaranteed on any particular date. The HOA would like to hear of any problems, but does not have the ability to inspect and/or clean restrooms before each reservation without adding a non-refundable cleaning fee to each reservation.

The reservation and use of the Clubhouse at Lakeside at Ballentine is limited to the following terms:

- a) The member (or at least one (1) of the group of members) reserving the Clubhouse shall remain at the facility at all times while their function is being held. The member (or members) reserving the facility shall be solely responsible for the actions of all attendees at any function held at the facility while the facility is reserved for use by that member (or by those members), including but not limited to their guests, all contractors and all service providers.
- b) Any member(s) reserving the Clubhouse shall bear full responsibility for the cleaning immediately after the function, on the same day. All trash and garbage must be collected and removed from the facility. After cleaning, the Clubhouse must be left in a condition equal to or better than the condition that the facility was found prior to the function. The Association shall have the sole authority under this agreement to determine whether the facility has been left in the proper condition and any further responsibility of a reserving member for further cleaning. The Association may provide the reserving member with notice of their default under this agreement and provide that member with a deadline for remedying the breach; or it may simply have the

facility cleaned to its satisfaction and deduct the cost of such cleaning from the deposit (or bill the member for any additional cost).

- c) Any member(s) reserving the Clubhouse shall bear full financial responsibility for any damage to any portion of the facility that may result from their reservation of the facility, as well as any repair or maintenance of any portion of the facility that results from their reservation. The Association shall have the sole authority to determine the responsibility of a member who reserves the facility for repair or maintenance and the degree to which repairs shall be made or maintenance provided. The Association shall provide the reserving member with notice of damage found and its decision that repairs be made or maintenance be performed. After notice is provided to the reserving member or members, the Association may either provide that member or those members with a deadline for providing maintenance or for having repairs made or it may simply have the repairs made or the maintenance performed to its satisfaction and deduct the cost of such repairs or maintenance from the deposit (or bill the member for any additional cost).
- d) After the use of the Clubhouse by the reserving member, should there be no additional cleaning, repairs or maintenance required by the Association. The Association shall return or destroy the deposit check provided by the Member reserving the facility, at the Member's option, within fourteen (14) business days of the date that the facility was reserved by the member (date of use by that member). In the event that further cleaning, repair or maintenance is required by the Association after use by a member or by members reserving the Clubhouse, the entire deposit may be held until such time as the cleaning, repairs and maintenance are completed. After the cleaning, repairs or maintenance are completed, any portion of the deposit provided by the reserving member that is not utilized to cover the cost(s) that the Association deems to be the responsibility of that member shall be returned to that member within fourteen (14) days of the date that the cleaning, repairs or maintenance are completed to the satisfaction of the Association.
- e) A deposit check of \$50 (to be refunded after the event as long as there is no damage or trash left) and a \$50 Administrative Fee (Non-refundable) to reserve the facility is to be remitted to the Association at the time that reservation is submitted to the Association for approval (2 separate checks payable to Lakeside at Ballentine HOA).**
- f) Should keys to the Clubhouse be provided to a reserving homeowner, unless agreed otherwise by the Association, all keys must be returned to the Clubhouse Rental Liaison or to the HOA designated person from whom the keys were received within 48 hours of the end of the scheduled event. Failure on the part of the reserving homeowner to return key(s) shall automatically result in the forfeiture of \$25.00 of the deposit received from that homeowner or homeowners reserving the Clubhouse.
- g) Until the Association is reimbursed by that Member (or those Members), any cost incurred by the Association for cleaning, for repairs, for maintenance performed or for the collection of these cost from that Member (or those Members) reserving the facility shall become a part of the Association lien on the Lot (or Lots) of that Member or of those Members reserving the facility. The Association may also charge an administrative fee for its time in addressing issues related to the further cleaning, repair or maintenance of the facility after the facility is reserved and used by a Member or by more than one member.
- h) The following additional rules shall apply:
 - a. Furniture inside the clubhouse must remain inside.
 - b. Do not tape, nail, tack, or in any way adhere anything to the doors, windows, walls, fireplace, mantle, cabinets, appliances, sliding glass door, or woodwork. Do not hang

anything from the ceiling fans. This also applies to any and all parts of the exterior of the clubhouse.

- c. Smoking is not permitted inside the clubhouse or restrooms.
 - d. Pets or other animals are not allowed inside the clubhouse or restrooms.
 - e. The only wheeled items allowed in the clubhouse are medical devices such as walkers, wheelchairs, etc. Other wheeled items are to be left outside.
 - f. Fire pits, chimineas, tiki torches, or any other items that use or produce fire are not permitted. Grills may only be used on the street.
 - g. Playground equipment (trampolines, slip-n-slides, bouncy houses, etc.) may not be set up on the grounds.
 - h. Before leaving:
 - i. Place all furniture back in its original position.
 - ii. Clean off the tables and all countertops.
 - iii. Clean out the refrigerator, dishwasher, and microwave.
 - iv. Clean the kitchen sink.
 - v. Sweep and Mop the floor if necessary.
 - vi. Sweep the front porch and patio.
 - vii. Clean up after your guests outside.
 - viii. Clean up anything else, as necessary.
 - ix. Do not leave anything in the clubhouse, on the patio, or on the lawn area that was not already there.
 - x. Turn the thermostat up to 80° in the summer or down to 68° in the winter.
 - xi. Turn off the lights and fans.
 - xii. Ensure all windows and doors are locked.
 - xiii. Helium filled balloons left will result in forfeiture of deposit.
 - i. Promptly Report any damages to the Clubhouse Liaison and/or Lakeside at Ballentine HOA Board.
- i) Any Member and all Members reserving the facility by execution of this agreement hereby agree to hold the Association, its Board and Officers, its committee members and the Association's management company harmless from any and all actions brought by any attendee of the event, whether that attendee is a member of the Association or not, that may in any way be related to that person's attendance at or use of the facility.

By initialing each page and executing below, the undersigned agree to all of the terms above.

_____		_____
(Signature of Member)		(Date)

(Street Address)		
_____	_____	_____
(Home Phone)	(Work Phone)	(Cell Phone)

(E-mail Address)		