



Rev June 2009

**Phone/ Text: (256) 829-8563
www.stonesthrow.org**

Clubhouse Agreement Form

<input type="checkbox"/>	Homeowner
<input type="checkbox"/>	Renter

Homeowner/Tenant Reservation Information

⇒ **"The club house is not officially considered "rented" until a deposit has been made"** ←

Name: _____ UNIT #
PRINT NAME

Address: _____

Phone Number(s) : _____

Reservation Date : _____ Reservation Time: _____ TO _____
Month / Day /Year

Gathering Room/Kitchen Reservation (Maximum Capacity of Thirty (30) People)

Rental requests made by owners of a condominium unit must be made no later than seven (7) days prior to scheduled event. The club house is not officially considered "reserved" until a deposit has been made. The rental deposit reservation is One hundred dollars (\$100), payable by check, and due at the time the reservation is made. Checks should be made out to Stone throw Condominium Association, STCA. If requests are made in less than seven (7) days prior to event, the deposit is required to be in CASH.

Tenants may reserve the clubhouse with a one hundred and fifty dollar (\$150) reservation deposit and must pay a twenty five dollar (\$25) rental fee to defray the cost of utilities. Reservation deposits and rental fees for reservations made before 7 days of the event may be paid by check. Reservations deposit and rental fees for reservations made less than 7 days before the event must be made in CASH.

There will be a **forty eight (48) hours cancellation notice** on all reservations for the Clubhouse. If the reservation is not cancelled a minimum of forty eight (48) hours in advance of the day of the scheduled event, a \$50 fee will be imposed and deducted from the deposit.

Example: If the event is Saturday, cancellation notice must be received no later than Wednesday.

Facility Use Agreement

1. The clubhouse may be reserved by any Stones Throw homeowner or tenant, of at least 21 years of age, for the purpose of hosting an event in the club house only. **NO POOL PRIVILEGES**
 - a. All dues and assessments MUST be paid and in good standing at the time of the request.
 - b. The reserving owner/tenant must be present at the said event at ALL times.
 - c. Reserved functions for persons under the age of twenty one (21) years must be chaperoned by the reserving resident. The resident will be responsible for any damage.
 - d. The clubhouse MAY **NOT** be reserved by an owner/tenant to or for a third party.
 - e. The STCA Board has the authority to deny or revoke a rental for any reasonable cause, in a uniform manner.





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2. **No pool privileges come with the reservation of the clubhouse.** (That is, No usage of the pool by renter or guests of clubhouse events.) Failure to comply with this rule will result in the forfeiture of deposit.
3. The homeowner/tenant renting the clubhouse agrees to be responsible for leaving the kitchen / gathering area clean and for making sure that all guests comply with the clubhouse rules. Renters of the clubhouse need to supply their own kitchen utensils and cleaning supplies.
4. Decorations need to be removed and disposed of at the end of the function. Tape and staples should **not** be applied to the walls or ceiling. Tape may be applied to the painted trim.
5. The renter agrees that no alcoholic beverage of any sort will be served to any minor or intoxicated person. The renter agrees to be fully responsible for all accidents or claims that may arise as a result of any accident, injury, or damage to person or property during the time that the renter has the Clubhouse rented.
6. The renter understands that under Alabama law, a host of any social event or business function where alcoholic beverages are served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from the host's negligence in allowing any intoxicated guest or attendee to be served alcohol. Such liability may include harm to the intoxicated individual himself and also harm to total strangers involved in automobile accident, etc. caused by that intoxicated individual.
7. **The clubhouse may not be used after 11:30 pm.** After that time, an additional twenty five dollars (\$25) rental fee will be charged. Music, and/or other noise, must be kept at a level that it cannot be heard in the surrounding homes in the area. The renter of the clubhouse will be responsible for seeing that there are no loud noises from the guests either coming to or leaving the function at the clubhouse. Music and noise should be kept to a reasonable level and rowdy behavior controlled.
8. **The clubhouse MAY NOT be used for personal gain, profit or commercial use.** The clubhouse is for the use of Stones Throw homeowners/tenants and their guests only and may not be used for functions that are open to the public. No admission fee or charge of any kind may be levied to the guests of a private party or function. The clubhouse may not be used for private or personal fund raising events for any club or organization without the prior approval from the STCA Board.
9. When possible, parking should be limited to the clubhouse area only. If additional parking is necessary, guests are asked to park responsibly.
10. **No smoking** is permitted in the clubhouse at any time.
11. **No pets** are allowed in the clubhouse (with the exception of working animals).
12. The renter of the clubhouse will be responsible for cleaning the clubhouse and any other area used, including all equipment and furniture, after the function ends. Please include removal of the party trash from the clubhouse as part of the cleanup. In the event the clubhouse is not cleaned thoroughly, all or a portion of the deposit will be retained to cover the cost of cleaning.
13. The renter will be financially responsible for the repair or replacement of any Clubhouse property damaged by renter or anyone in the renter's party.
14. The key for the clubhouse will be returned to the person from whom it was checked out, or authorized designee, after the function at the clubhouse. Failure to return the key within 24 hours after the end of the function may result in a twenty five dollar (25) key assessment.
15. The renter will assume full responsibility for any and all accidents or claims that may arise as a result of any accident or for any other reason in connection with the function or lease of the Clubhouse by the owner/tenant and said owner/tenant shall agree to indemnify and hold harmless the STCA property owners.





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16. All complaints pertaining to the clubhouse shall be made in writing to the STCA Committee and signed by the complainant. No verbal or unsigned complaints will be considered. All written complaints will be responded to in writing within fifteen (15) days.

The undersigned agrees to abide by the STCA rules and policies for the Clubhouse listed above. It is understood that a Member of the Board of the STCA, or a person designated by the Board, will inspect the Clubhouse including furniture, equipment and the area surrounding the Clubhouse, before and after use by the undersigned. Any items not in the original condition will be repaired or replaced as necessary. The undersigned agrees to pay for any repairs or replacement, and if it is not promptly paid, the STCA shall have a lien issued against the unit owned/rented by owner/tenant for payment of same, which lien may be collected in the same manner as monthly assessments.

By signing below, I acknowledge that I have read ALL the rules and requirements (3 sheets). I also understand that No pool privileges are associated with renting/reservation of the club house.

Stone's Throw Condominium Association	Printed name of Homeowner
By _____ <small>PRINT FULL NAME</small>	By _____ UNIT # _____ <small>PRINT FULL NAME UNIT #</small>
Signature	Signature
Date	Date
_____ <small>MM / DD / YY</small>	_____ <small>MM / DD / YY</small>

Maximum Capacity of Thirty (30) People



***Stones Throw Condominium Association
Host Liquor Liability Agreement
*Must be signed even if no alcohol is to be served****

The undersigned hereby agrees to accept the Host Liquor Liability responsibility for _____ (activity) held on _____ between the hours of _____ and _____ to indemnify and to hold harmless the Stones Throw Condominium Association.

Signature: _____ Date: _____
Reserving Resident -Primary

Signature: _____ Date: _____
Reserving Resident –Secondary if applicable.

***** The STCA Board has the authority to deny a rental for any reasonable cause in a uniform manner. *****