

# STONEY BROOK HOMEOWNERS' ASSOCIATION

## (SBHOA)

### CLUBHOUSE RULES

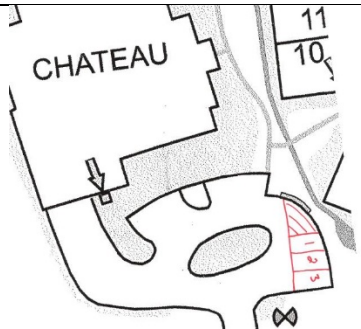
REVISED	09/2022
<b>1</b>	<b>SCOPE</b>
<b>1.1</b>	This document defines the policy and procedure for rental of the SBHOA Clubhouse Upper-Level Facility ("Clubhouse"). The Clubhouse will be available for rental to the following persons:
<b>1.2</b>	A Member in good standing with the SBHOA or the Chateau at Stoney Brook Condominium Association will be able to apply for a reservation. The Member renting the Clubhouse will be referred to herein as "Renter" or "Renting Member". <i>No outside group or individual should be granted use of the clubhouse.</i>
<b>2</b>	<b>GENERAL RULES</b>
<b>2.1</b>	The pool, adjoining concrete deck, and lower floor exercise and restroom facilities will be available daily from 8:00 am to 10:00 pm to Members and their guests on a non-exclusive basis.
<b>2.2</b>	All reserved uses of the Clubhouse are subject to rental fees as established by the Board.
<b>2.3</b>	All reservations shall be made through the SBHOA office with a completed Reservation and Agreement Form.
<b>2.4</b>	In order to prevent accidents, Renter agrees to discourage running, climbing, swinging on doors, etc. in or about all buildings and deck.
<b>2.5</b>	The Clubhouse will be reserved by the HOA for a Board meeting generally on the fourth Wednesday evening of each month (dates to be set by SBHOA Board at its annual meeting in January of each year).
<b>3</b>	<b>USAGE BY MEMBERS</b>
<b>3.1</b>	In all cases, Renter shall remain in the Clubhouse for the duration of the rental and shall see that the Clubhouse is properly cared for and cleaned and secured prior to departure unless other arrangements are made with the SBHOA office in advance. This responsibility cannot be transferred and the Renter will be held solely responsible. All guests <b>MUST</b> be accompanied by Renter, and Renter assumes full responsibility and liability for them during their visit.
<b>3.2</b>	Fees must be paid when the Reservation and Agreement Form is submitted and no reservation request will be considered complete until such fees are paid and the date will not be held until all fees are paid. Reservations will be confirmed in order of receipt of Reservation and Agreement Forms except for the following dates - New Year's Eve, New Year's Day, Valentine's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Weekend (Thursday thru Sunday are considered dates), and December 25th. The Clubhouse will be rented on a lottery basis for these dates. These dates can be changed by the Board from year –to-year.
<b>3.3</b>	For selected dates, a lottery will be utilized to select the Renter from various requesting Members. Lottery selection will be drawn on a random basis 3 months prior to the date.
<b>3.4</b>	Members are not permitted to make reservations for an event more than six (6) months prior to the event.

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4.1	Parking areas should be observed. Parking on lawns and in No Parking areas are prohibited. Three <u>handicapped only</u> accessible parking spots are available on the east side of the Chateau parking area as shown in 4.2 below: All other parking in this area is for Chateau owners and their guests only.
4.2	
4.3	There is very limited parking available in the parking lot adjacent to the Clubhouse; there are only 12 spots available. Other parking needs shall be in the designated street parking areas.
4.4	Renter agrees to inform all guests regarding enforcement of the parking rules and agrees that Renter will be held responsible for any damages that may occur as a result of guest parking.
5	<b>CONSUMPTION OF ALCOHOLIC BEVERAGES DURING CLUBHOUSE RENTAL</b>
5.1	No alcoholic beverages may be served or consumed in the pool and spa area. No glass containers are permitted on the concrete deck surrounding the pool. <b><i>Pool, Spa, and Concrete Pool deck area are not included in clubhouse rentals.</i></b>
5.2	The Renter agrees that, if alcoholic beverages are served during the function, then alcoholic beverages shall (1) not be sold at the function, (2) not be served or allowed to be provided to minors at the function, and (3) shall only be provided to or served to adults in a responsible manner. Alcoholic beverages are only to be consumed by persons 21 years of age or older, and Renter is responsible for ensuring that attendees at the function drink responsibly and legally.
6	<b>ADDITIONAL RULES</b>
6.1	Renter agrees to vacate the Clubhouse no later than 10 PM on the evening of use with the exception of New Year's Eve. In that case the Clubhouse shall be vacated no later than 1:00 AM New Year's Day.
6.2	Renter agrees that they will be held responsible for any damages or injuries which may occur (including surrounding area).
6.3	Renter agrees that they will be held responsible for any charges that may be incurred due to trash pickup, janitorial services and or maintenance that is necessary following such event.
6.4	No guns or controlled substances are allowed.
6.5	Renter may be required to coordinate with a party committee or other individuals to insure satisfactory results to all users of the facility. Early setup is allowed on a non-interfering basis with other Clubhouse activities.

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<b>6.6</b>	Renter agrees that no sales or business transactions will be conducted in association with clubhouse rental. Clubhouse may not be used for political fundraising, political functions, and/or political meetings. Clubhouse use for gatherings of Stoney Brook/Chateau members exclusively may include a nominal fee payable to the presenter for events such as lectures and classes. The fee will be paid by Stoney Brook/Chateau attendees. Lectures presented by businesses or individuals with the potential of promoting future business transactions for the presenter must first obtain approval from the Stoney Brook office.
<b>6.7</b>	Renter agrees to shut all lights off and lock all doors. The Clubhouse has a preprogrammed thermostat. Please do not attempt to alter the programming.
<b>7</b>	<b>CLUBHOUSE OCCUPANCY</b>
<b>7.1</b>	The maximum occupancy for the SBHOA Clubhouse is 126 persons. One adult <b>must</b> be present for every eight (8) persons under the age of 16 to provide adequate supervision. <i>Rentals for events involving non-Stoney Brook members are limited to 55 persons.</i>
<b>8</b>	<b>CLUBHOUSE USE RESTRICTIONS</b>
<b>8.1</b>	Restrictions include:
<b>8.2</b>	Clubhouse rental is limited to the upper floor of the Clubhouse and the Clubhouse deck areas.
<b>8.3</b>	No smoking is permitted in the Clubhouse, pool area, or within 15 feet of the clubhouse building.
<b>8.4</b>	Structures may not be erected outside the Clubhouse.
<b>8.5</b>	Interior Clubhouse furniture must remain in the Clubhouse at all times. Deck furniture should remain on the deck.
<b>8.6</b>	No pets or animals are permitted in the Clubhouse or on the deck except as permitted by law.
<b>8.7</b>	Folding chairs and tables may be used in the Clubhouse or on the deck.
<b>8.8</b>	Members or guests are not permitted to wear wet bathing suits in the Clubhouse.
<b>8.9</b>	Care should be taken such that neighboring residents are not unduly disturbed by noise, commotion, music, parking issues, traffic, etc.
<b>8.10</b>	Hanging of items from walls, woodwork, cabinets, or ceilings will not be permitted. Masking and scotch tape, tacks and nails are prohibited.
<b>8.11</b>	If the kitchen or bar is used, it is to be left clean and kitchenware returned to its proper place. All rubbish is to be placed in outside containers or removed for proper disposal by Renter. The Renter is to provide its own food, table covers, paper goods, silverware, etc. Do not leave any food in the refrigerator after your event, please dispose of all condiments, ice, containers, etc.
<b>8.12</b>	Marijuana use, in any form, is prohibited in all areas of the Clubhouse and Pool deck areas.

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<b>9</b>	<b>CLEAN – UP / DAMAGE DEPOSIT (EVENT RENTAL AND DAY USE)</b>
<b>9.1</b>	Clean-up of the Clubhouse is the sole responsibility of the Renter. All of the above rentals will be required to make a deposit of \$300 to cover the cleaning and damage fee in the event the facility is not returned to pre-rental condition. If clean-up is unsatisfactory a minimum of \$125 (fee subject to change based on the cost of outside cleaning services) will be deducted from the \$300 deposit. <b><i>In addition, all parties involving non-Stoney Brook guests, a non-refundable \$100 usage fee will apply.</i></b> There is no usage fee for gatherings of all Stoney Brook/Chateau members. If a renter chooses not to perform the cleaning tasks, the renter may opt to voluntarily pay the cleaning fee. Renting Member shall:
<b>9.2</b>	Clean restroom sinks and toilets
<b>9.3</b>	Clean Counters and sinks in kitchen and bar areas
<b>9.4</b>	Clean appliances
<b>9.5</b>	Sweep and damp mop floors with water only if necessary
<b>9.6</b>	Wipe tables and arrange back to original position
<b>9.7</b>	Damage repair costs will be billed to the Renting Member
<b>9.8</b>	If a reservation is canceled three (3) weeks or more before the date of the event; the deposit will be remitted to Renter.
<b>9.9</b>	The security deposit will be returned to Renter upon successful inspection of the Clubhouse following the event.
<b>9.10</b>	Day use of the Clubhouse, by member groups, is subject to all of the damage and clean-up rules of use listed above. Any clean-up of day use activities will be subject to cleaning and repair charges.
<b>10</b>	<b>RESPONSIBILITIES, RISKS, LIABILITIES, AND HAZARDS</b>
<b>10.1</b>	Renter is solely responsible and liable for actions of guests, both while on the premises and subsequent to leaving. Renter assumes all responsibilities, risks, liabilities and hazards incidental to the activities for (including, but not limited to, the serving of alcoholic beverages), and hereby releases and forever discharges the Association, its officers, directors, employees, agents and members, past, present and future, from any and all claims, costs, causes of action and liability for personal injury or death and damage to or destruction of property arising from my use of the Clubhouse and its appurtenances. Violations thereof by any person setting up, serving at, present at, attending, or in any other way related to the function, may, at the sole discretion of the SBHOA's Board of Directors, result in, but is not limited to, forfeiture of the refundable deposit.

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<b>11</b>	<b>INDEMNITY</b>
<b>11.1</b>	The Renter agrees to indemnify and hold harmless the Association, its officers, directors, employees, agents and members, past, present, and future, from any and all charges, claims, costs, causes of action and liability (including, but not limited to, attorneys' fees) for any injury, to either person or property, suffered by the Renter, family members, employees, agents servants, guests, invitees or any Member of the Association or any other person which arises from or is in any way related to the agreed upon function, activity, rental or use of the Clubhouse whether or not caused by the SBHOA's negligence.
	<b>To the extent any portion of these Clubhouse Rules conflict with any other existing rules or policy of the Association, these rules shall control effective September 28, 2022.</b>

Renter \_\_\_\_\_ Unit # \_\_\_\_\_ Date \_\_\_\_\_

Total Number of Participants \_\_\_\_\_

Date of Event: \_\_\_\_\_

Time: \_\_\_\_\_ to \_\_\_\_\_

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