

**BELLA TERRA CONDOMINIUM ASSOCIATION
CLUBHOUSE USAGE AGREEMENT**

As a homeowner of property in Bella Terra Condominium Association (BLT) desiring to reserve the BLT Condominium Association Clubhouse (Clubhouse) for the period of time set forth in the associated Clubhouse Usage Application, I hereby agree to the conditions set forth below.

Reservations are on a "first come, first served" basis, with Homeowner Association (HOA) needs taking precedence.

1. **Exclusive use by an Owner/Tenant** The Clubhouse may be reserved for exclusive use by an Owner/Tenant for guests from 10 am to midnight. On-going meetings, commercial, or "for profit" enterprises are not allowed.
2. The Clubhouse may only be reserved by Owner in good standing with the HOA (Owner is not delinquent on assessments and/or violations.)
3. Reservations must be made with Vision Community Management (VCM) at least 7 days in advance of the event. To reserve the Clubhouse for an event, a \$200.00 refundable security deposit and a \$25.00 non-refundable use fee must be submitted in the form of two separate personal checks, money orders, or cashier's checks and be received by the Management Company before the reservation becomes effective. Upon receipt of the Unit Owner's/Tenant's deposit, arrangements will be made for the Unit Owner or Tenant to obtain the master key to the Clubhouse.
4. All special events must be contained inside the Clubhouse at all times. Clubhouse refers to the main room and small kitchen and the hallway access to the restrooms. Reserving the Clubhouse does not include access to the Fitness Center, Library, or pool and Spa area.
5. Owner or Tenant on whose behalf the Clubhouse was reserved must be present at the event at all times.
6. Noise must be kept to a reasonable level that does not disturb residents. Doors must remain closed during the event.
7. Smoking is prohibited in the Clubhouse, as well as Fitness Center and Pool area.
8. Pets are not permitted for reserved Clubhouse use, unless expressly authorized by the Association.
9. No alcohol may be sold on the premises or served to minors. No alcohol is allowed at an HOA sponsored event.
10. Guests must park only in open parking spaces. Numbered carport spaces are reserved for Owners/Tenants.
11. No rice, birdseed, or confetti may be used in or around the Clubhouse.
12. It shall be the responsibility of the Owner or Tenant to clean the Clubhouse after the event. Basic cleaning includes, but may not be limited to, removal of all trash and debris from the facility and the surrounding area as well as cleaning of kitchen (if used). Trash should be deposited in appropriate garbage or recycle bin in trash enclosures on site.
13. If the clubhouse has not been cleaned properly, the Association shall retain an amount from the deposit up to the entire amount sufficient to cover the cost of returning the Clubhouse to the condition existing prior to the event. The amount retained shall be no less than \$75 and if an amount exceeding \$200 is necessary to clean/clean carpet/or repair damages, the Owner shall pay the remainder immediately upon demand. Any unpaid cleaning or damage costs shall be assessed against an Owner's HOA account and future Clubhouse privileges will be denied until payment is made in full.
14. If an event is commercially catered, all vendors providing services at the event must provide to the Management Company a Certificate of Liability Insurance naming Bella Terra HOA and VCM as additionally insured.
15. The Owner (for self or on behalf of Tenant) accepts full responsibility for the conduct of guests in attendance.
16. The Homeowner sponsoring the event (for self or on behalf of Tenant) assumes all liabilities associated with the event and further indemnifies the HOA and its Board of Directors against all claims or actions resulting from the event. If an Owner fails to comply with these rules, the Owner's right to use the facility may be suspended at the discretion of the Board of Directors.

Open Clubhouse Event If an event is open and advertised to all Homeowners/Tenants then all usage fees are waived.

Owners/Tenants Event If the Clubhouse is reserved by a group of Owners and current Tenants for an event whose attendance is intended primarily for those Owners/Tenants, a \$200.00 refundable security deposit must be submitted by a designated Owner in the form of personal check, money order, or cashier's check and be received by the Management Company before the reservation becomes effective. The deposit will be refunded if no damage occurs and no additional cleaning is needed for the clubhouse. Any fees will be consistent with policy as outlined in #12 and #13.

Agreed to this _____ day of _____, 20____

Homeowner's Name (print): _____ Unit # _____

Signature of Owner: _____ Phone #: (_____) _____

Name of Tenant using facility (print) _____

Signature of Tenant _____

**BELLA TERRA CONDOMINIUM ASSOCIATION
CLUBHOUSE UAGE APPLICATION**

I hereby request the use of the Bella Terra Condominium Association Clubhouse, and I will be liable for all guests and any loss or damage to the property. Being the Owner of record of property in Bella Terra as stated below, I have read, understand, and agree to the terms and conditions listed in Association Clubhouse Usage Agreement.

Owner's Name: (print) _____ Unit #: _____

Address (if other than Bella Terra): _____

Email address: _____ Phone #: _____

Name of Tenant using facility: _____

Length of Tenant's lease: _____ Tenant's Contact #: _____

Date of Event Requested: _____

Type of Function: _____ Approximate number of guests: _____
(for discussion: maximum occupancy 80)

Time requested -- open: _____ – close: _____ (includes set up and clean up)

Will food be served? Yes / No Will alcohol be served? Yes / No

If commercially catered, provide name/contact number and Certificate of Liability Insurance for each catering company(s):

I understand this Usage Application is subject to the terms and conditions of the Bella Terra Clubhouse Usage Agreement. I also understand if the provisions of the Usage Agreement are violated in any way, my security deposit may be subject to forfeiture, and the additional costs to remedy damages may be charged to my HOA account.

Signature of Owner: _____ Date: _____

Signature of Tenant using facility: _____
(if other than homeowner of record)

Application/checks may be given to office staff during Bella Terra office hours or mailed to Bella Terra, c/o Vision Community Management, 16625 S. Desert Foothills Pkwy, Phoenix, Arizona 85048

(Internal use only. Initials of Vision agent taking reservation _____)

Dates of Security Deposit: _____ Dates of Usage Fee: _____

Security Deposit Amount: _____ Usage Fee Amount: _____

Security Deposit Check #: _____ Usage Fee Check #: _____