

ST. JAMES PARK HOMEOWNERS ASSOCIATION

Clubhouse Alcohol Use Form

IMPORTANT: This form must be completed in its entirety prior to each scheduled event and must include a copy of signing applicant's Driver's License before clubhouse rental date can be confirmed. Please note that you must be approved to have alcohol at the party and that approval of the rental does not necessarily constitute approval of alcohol. Alcohol approval must be noted on page 7 of the rental agreement.

Applicant Information:

Name _____
Address _____
Date of Event _____
Home email _____ Home Phone _____

Please indicate your understanding and acceptance of the following policies by initialing each:

I will abide by all city, county, state, and federal alcohol laws applicable to this event. _____

I understand that consumption of alcohol by or providing alcohol to a minor is specifically prohibited by law. _____

I understand that all alcohol and alcohol containers must be kept inside the clubhouse at all times and that alcohol and alcohol containers are not permitted in the pool area, in the front and back porch areas, basketball court, and parking lot. _____

I am at least twenty-one years of age and accept full responsibility for any and all actions by those that attend. _____

I remove St. James Park Homeowners Association from any liability for actions taken by me or attendees of my event. _____

I fully understand and agree that if any of the above policies are violated, the St. James Park Homeowners Association or its representative can terminate my clubhouse, exercise room, and pool privileges immediately and without notice, and my event will be terminated immediately. . _____

Signature of Applicant _____ Date _____

Please remember to attach a copy of your Driver's License.

**St. James Park Homeowners Association
Clubhouse Reservation Agreement**

Reservation Date: _____

Applicant Name: _____

Applicant Home Address: _____

Home Phone: _____ **Home Email:** _____

Type of event: _____ **No. of People Expected:** _____
(Must be within Occupancy Limits of 65 people)

Actual Time of Event: from _____ **to** _____ **Set Up Time:** _____

Alcohol to be served: Yes or No (Alcohol Use Form must be completed and usage agreed to on Page 7 of this agreement before alcohol is to be served.)

Emergency Contact Name: _____

Address: _____ **City:** _____ **St:** _____ **ZIP:** _____

Daytime Phone: _____ **Evening Phone:** _____

Additional Provisions and Rentals: _____

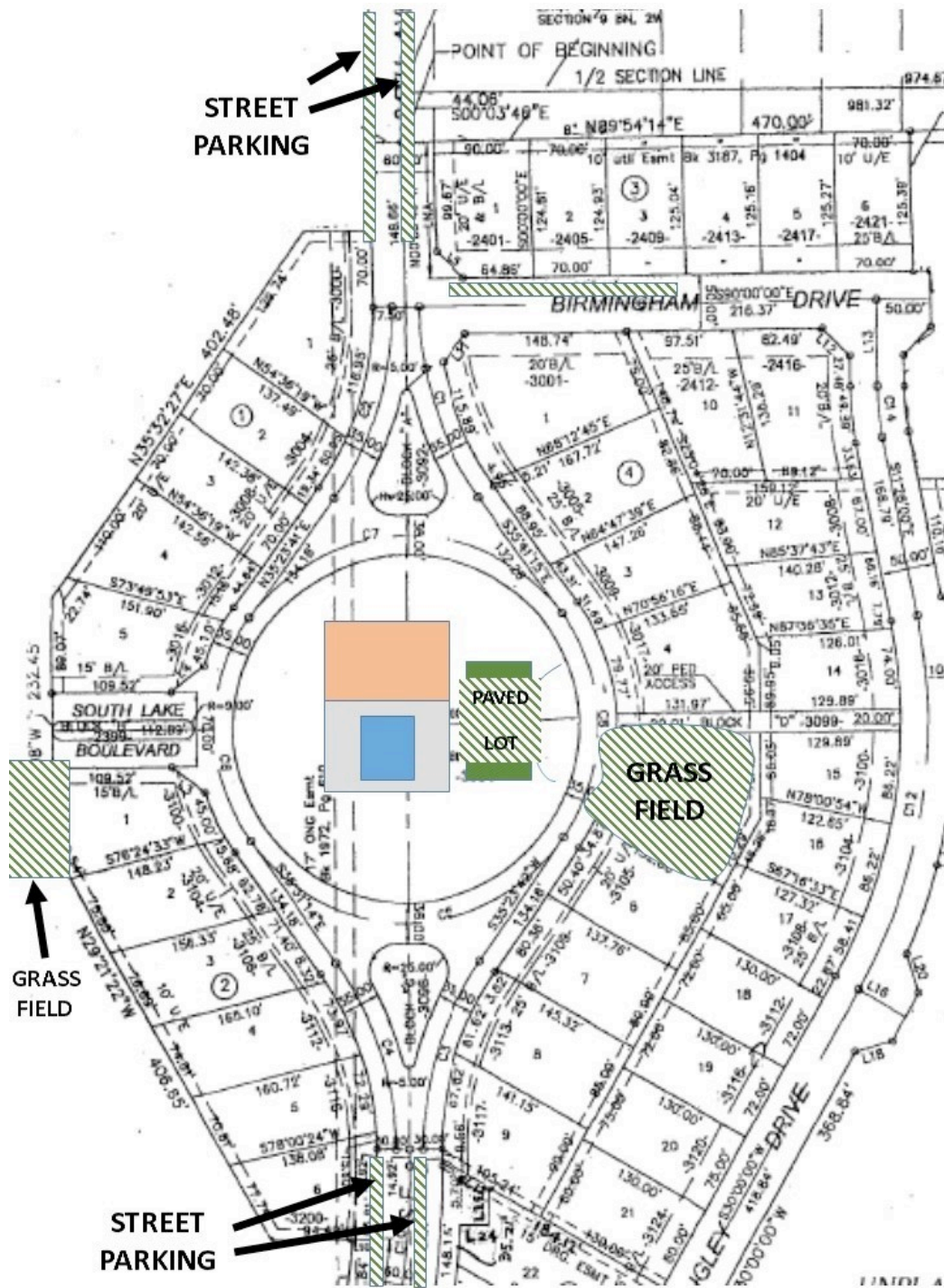
The St. James Park Homeowners Associations hereby lets, leases and demises the Clubhouse facility indicated above, located at 3094 24th Ave. S.E. Norman, OK 73071 to the aforementioned party listed as Applicant under the agreed upon conditions as follows:

All evening functions must be over by 10:00 p.m. on weeknights and by 11:00 p.m. on Friday and Saturday nights. All functions are limited to five (5) hours. Each additional hour is \$25.00.

Deposit Requirements: Deposit(s) must be paid a minimum of 21 days before your function. Rentals are not guaranteed until deposits are paid. **All deposits will be held in the St James Park HOA bank account.** The clubhouse rental requires a refundable deposit of \$150 (\$250 if alcohol is to be served) and a \$60 nonrefundable HOA membership rental fee. The \$150 deposit will be held to cover any cleaning and/or repair charges. The \$60 rental fee must be turned in to a committee member no less than 10 working days prior to the event or there will be an additional \$25 late fee. **The clubhouse is available for rental by non-residents. The rental fee for non-residents is \$200 with a \$250 deposit (\$350 if alcohol is to be served).** Use of the pool area is \$25. Any check returned from the bank will be charged \$35.00.

If no cleaning or repair charges are necessary, the deposit will be fully refunded. If cleaning and/or repair charges are due that amount will be deducted from the deposit and the remaining balance will be returned to Applicant within **thirty (30)** days of the event. In the event that charges exceed the deposit amount the Applicant will be billed for the balance due. Payment of any balance due is due upon receipt of the billing. **Seven (7)** days will be allowed for payment or payment arrangements before we begin further legal action to collect the amount due.

Parking: Use the Parking Lot. Parking in front of driveways or on lawns is prohibited. **Note: parking is not permitted anywhere on the street around the circle or islands.** Should you require additional parking, your guests may park on 24th Ave S.E. either north or south of the clubhouse past the islands, on Birmingham Drive, or in the grass fields across from the Clubhouse on the east side of 24th Avenue, or on South Lake Blvd., as illustrated in this map. **Illegal parking is subject to City of Norman ordinances. Any violation could result in your car or guests' cars being ticketed and towed.**



Charges and Fees: Cleaning fees will be deducted from the deposit if cleaning is necessary. Cleaning charges will be calculated at \$35 per hour with a minimum fee of \$35. For additional information, please see the itemized list located on page 6 of this agreement.

Repair fees will be deducted in the event of any damage to the grounds, the building or any property within. Repair charges due will be actual costs incurred to repair damages plus a 10% service fee.

Occupancy Limits: The occupancy limit for the clubhouse is 65.

Disturbance Policy: If more than one complaint is received from resident as to the noise or other disturbances, the St. James Park Homeowners Association reserves the right to order the facilities closed immediately and all deposited sums will be applied to any incurred costs.

Liability: St. James Park Homeowners Association and its agents/members shall not be liable to Applicant or Applicant's guests for any damages or losses to person or property or personal injury occurring under Applicant's reservation time. Applicant agrees to hold St. James Park Homeowners Association and its members harmless for any incident occurring during the reservation time.

Any function exceeding the scheduled amount of guests or exceeding the occupancy limits may be shut down at the St. James Park Homeowners Association's discretion. The Homeowners Association reserves the right to close down or end any function it deems necessary.

No exceptions will be made to any part of this agreement, written or verbal.

In signing this agreement I have read and understand all of the above. I understand and agree that if damages or cleaning costs exceed the deposit amount I will be held solely responsible. I am aware, also, that I am assuming responsibility for any loss or damage to the premises and the items therein from the time I get the Clubhouse keys until I turn the keys in. In the event of damage or loss I will be fully responsible for the entire cost of replacement or repairs. I also understand as the applicant reserving the Clubhouse that I am assuming 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. I also agree to the hold harmless clause contained in the Rental Agreement to which these rules are attached.

*** Cancellations: All cancellations made less than 14 days prior to the event will result in a loss of the rental fee. Please make it a point to notify us as soon as possible should you decide not to use the facility.**

Signature of Applicant

Date

Printed Name of Applicant

St. James Park Clubhouse Committee Member

**St. James Park Homeowners Association Clubhouse
Damage/Cleaning Charge Agreement**

Reservation Date: _____

Applicant Name: _____

Pre-Inspection

Walls/Ceiling: _____

Floor/Carpet: _____

Lights/Mirrors _____

Windows: _____

Counter tops: _____

Furniture: _____

Kitchen/Bar: _____

Bathrooms: _____

Halls: _____

Other: _____

1. Applicant has inspected the Clubhouse facility(s) located at 3094 24th Ave. S.E., Norman, OK, 73071 prior to usage and accepts it with the conditions and/or exceptions noted above. Applicant agrees to leave premises in like condition upon close of function and to pay for any necessary cleaning and repair charges per Clubhouse Reservation Agreement.

2. The deposit shall be held by St. James Park Homeowners Association as security for the performance of all the covenants of the Clubhouse Reservation Agreement between St. James Park Homeowners Association and the Applicant.

Return of the Premises Deposit is subject to:

- a. Entire Clubhouse should be cleaned and left in same condition that it was in during the pre-inspection.
- b. Payment of all Clubhouse usage fees, cleaning charges and damage/replacement charges.
- c. All personal property removed; including any rentals from third parties, i.e. tables, audio equipment, etc.
- d. All trash removed and placed in proper trash receptacles.
- e. No damage to the grounds and/or building.
- f. All property of St. James Park Homeowners Association must be present and undamaged.
- g. NO TAPE on any surface including the ceiling, walls, doors, bricks, or windows!

3. Applicant agrees to pay the cost of labor and materials for cleaning and repairs. The Applicant agrees to pay to the St. James Park Homeowners Association the balance of said charges, if any. **Under no circumstances** is the liability of Applicant to the owner limited by the amount of the deposit.
4. The St James Park Homeowners Association agrees to return the remaining balance of the premises deposit to the applicant within thirty (30) days of the rental.
5. This document is part of the Clubhouse Reservation Agreement, and the two shall be interpreted jointly as one Agreement.
6. Estimates or commitments by the owner's representative regarding amounts of deductibility or repairs, damages, or other charges, are subject to modification or disapproval by St. James Park Homeowners Association.
7. Itemized Premises Deposit Deductions: If you do not clean the items listed below and leave them in satisfactory working order, the following charges will be deducted from your premises deposit or owed to us if your deposit is insufficient to cover the charges. You will be charged at least the listed amount for each instance in which a listed item must be cleaned or repaired. The prices given for the items below are **averages only**. If St. James Park Homeowners Association incurs a higher cost for cleaning or repair of an item, you will be responsible for paying the higher cost. Please note that this is not an all-inclusive list; you can be charged for cleaning/repairing items that are not on the list.

Cabinets \$10	Dishwasher \$5	Countertops \$5	Freezer \$20
Refrigerator \$20	Microwave \$10	Toilets \$10	Floors Estimate
Windows \$10	Trash Removal \$20	Woodwork \$5	Fireplace \$10
Oven \$10	TV/DVD/Remote: Market Value		

Repair & Replacement Charges:

If any items are missing or damaged to the point that they must be replaced or repaired, you will be charged for the current cost of the item, plus labor and service charges. This includes the whole Clubhouse and all its contents, including but not limited to flooring, carpet, marble, tile, furniture, Clubhouse interior and exterior, all furnishings and any other property of St. James Park Homeowners Association damaged as a result of the function.

8. Insufficient Deposit(s): If lawful charges, deductions, damages, and other unpaid sums due under the rental agreement exceed the total amount of deposits, the applicant shall pay such excess amount upon written demand mailed to applicant.

Applicant Signature

Date

St. James Park Homeowners Clubhouse Committee Member;
Agent for St. James Park Homeowners Association

Post-Inspection

Walls/Ceiling: _____

Floor/Carpet: _____

Lights/Mirrors: _____

Windows: _____

Counter tops: _____

Furniture: _____

Kitchen/Bar: _____

Bathrooms: _____

Halls: _____

Other: _____

Pre-Event: Reservation & User Fee Received: _____ Date Received: _____ Accepted By: _____ Check Cleared the Bank on: _____ Event Approved on: _____ by _____ OR Event Disapproved on: _____ by _____ Reason For Disapproval: _____	
Date Monies Returned if Disapproved: _____ Alcohol Approved? Y N	
Post-Event Walkthrough: Itemized Charges Due: _____	
Total Charges Due by: _____	Date Paid: _____
Amount of Deposit Returned \$ _____	Date Returned: _____
By: _____	
(To Be Completed by Authorized St. James Park Homeowners Association Board Members Only)	

St. James Park Homeowners Association
Clubhouse Rules

The applicant must be in attendance at the function at all times.

The Clubhouse is to be kept locked at all times except during scheduled functions. Keys will be made available for those applicants scheduling approved functions. You are not to access the building except at the times listed on your rental application.

Planned Homeowners Association events take precedence over private functions.

The Clubhouse will be made available on a first-come/first-serve basis to St. James Park Homeowners whose HOA dues/fees are current. It is suggested that reservations be made as far in advance as possible. Non-residents may schedule events no more than 60 days prior to the event they will be holding. If alcohol is to be served, an additional \$100 deposit is required and the attached **Alcohol Use Form** must be completed and accompany the **Clubhouse Reservation Agreement**. Reservations are not recorded and confirmed until the completed Clubhouse Reservation Agreement is received and the deposit check has cleared the bank. The Clubhouse reservation contact is Carol Odom. She may be reached at 701-2862 or ccarolsmile@cox.net.

Due to the size of the Clubhouse and the close proximity of homes, careful attention must be paid to music and noise. At no time should the sounds of a gathering be heard outside of the building.

- After guests arrive, doors should remain completely closed. **Do not prop doors open.**
- In accordance with the Fire Regulations, the maximum number of people allowed in the building at any one time is 65 people.
- All evening functions must be over by 10:00 p.m. on weeknights and by 11:00 p.m. on Friday and Saturday nights with no exceptions.
- **Smoking is not permitted inside the clubhouse, pool area or anywhere on the clubhouse grounds. Violation of this rule will require a cleaning fee of \$300.**
- No charcoal grills or deep fat fryers are allowed on the grounds at any time.
- Rental of the Clubhouse includes access to the pool area subject to the pool policy rules for HOA residents. Please note that other St. James Park Homeowners may not be denied use of the pool area during rental events. Non-residents must pay \$25 more for their rental fee to use the pool area.

The applicant reserving the Clubhouse 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 said applicant. The said applicant shall agree to the hold harmless clause with regards to the St. James Park Homeowners Association and its members.

Making Clubhouse Reservations:

Call Clubhouse Rental Coordinator to determine if date desired is available. If it is, a Clubhouse Reservation Agreement and the Clubhouse Rules will be delivered to you.

The Clubhouse Reservation Agreement must be completed, signed and submitted to the Committee and the deposit must clear the bank before the reservation is recorded.

The Clubhouse Reservation Agreement is to be completed before commencement of rental.

There is a refundable \$150 (\$250 if alcohol is to be served) reservation deposit and a \$60 user fee (non-refundable) for St. James Park homeowners. Non-residents may rent the facility at a cost of \$200 non-refundable rental fee, a \$250 refundable deposit (\$350 if alcohol is served), and a \$25 fee for pool use. Checks will only be accepted from the person renting the facility. The deposit will be refunded within thirty (30) days following the event and inspection if the cleaning standards have been met according to the checklist.

Any specific questions concerning cleaning, hours, use of extra tables, chairs, etc. should be directed to the Committee at the time the reservation is made. Committee members will not be available to go to the Clubhouse on last minute notice to answer questions, provide keys, etc. Keys will be given to the applicant making the reservation during the pre-rental walkthrough.

Before the Function:

The applicant making the reservation will meet with a St. James Park Clubhouse Committee member to walk through the clubhouse, review the checklist for cleaning, and receive the keys. The applicant and the committee member will sign the Pre-Function Clubhouse approval notice and be given a time for post inspection.

Following the Function:

A post-rental inspection will be completed with the applicant at the scheduled time. The cleaning checklist and damage sheet will be reviewed and all keys will be returned to the Clubhouse Committee member. In the event that any of the items on the checklist are unsatisfactory, all or part of the deposit may be forfeited.

Should any applicant or guest using the clubhouse damage, destroy or lose any of the property therein, the individual who rented the facility will be fully responsible for the entire cost of the replacement and repairs.

The applicant is also responsible for all clubhouse keys until they are returned after the event to the appropriate committee member.

The deposit will be returned to the applicant under the following conditions:

- The clubhouse is cleaned and left in an acceptable condition.
- Every item on the checklist for cleaning is completed and the checklist and keys have been returned to the designated committee member.
- All conditions of the Clubhouse Reservation Agreement have been met.

Post inspections should be scheduled before 12:00 Noon the following day or at a time agreed upon by the applicant and the Clubhouse Committee Representative.

The deposit will be returned within thirty (30) days from the day following the event and the inspection, if applicable.

Loss of Clubhouse Privileges:

The applicant may lose the privileges of reserving and using the St. James Park Clubhouse for any reason including, but not limited to, any of the following reasons:

- Noise and disturbance that carries outside the St. James Park Clubhouse building to the extent that homeowners/residents are disturbed.
- The cleaning standards have not been met according to the checklist.
- If it is found that information provided the St. James Park Clubhouse Committee on the Clubhouse Reservation Agreement has been misrepresented intentionally for any reason.

When any of the above conditions are found to be true, the applicant will lose St. James Park Clubhouse privileges for a period of time in keeping with the severity of the offense as determined by the St. James Park Board of Directors. The applicant will be notified in writing from the Board of Directors of such a loss of Clubhouse privileges.