

HARBOUR WATCH CLUBHOUSE RESERVATION INFORMATION, RULES, GUIDELINES AND LEASING PROCEDURES

Effective March 2022

A. RESERVATION USE AND COVERAGE

1. The Clubhouse will generally be reserved for community Harbour Watch (HW) gatherings on the major holidays and includes the weekends of (such as: Memorial Day, July Fourth, Labor Day, Christmas Parade, Christmas Day, New Years Eve and Super Bowl Sunday or any other special HW events). The Harbour Watch Property Owners POA, Inc. (POA) may reserve multiple advance dates. Use of the Clubhouse facilities for these HW community gatherings will take priority over the use for private purposes and therefore are not available for individual reservation.
2. Advanced reservation of the Clubhouse by a property owner can only be made once (one reserved date) during any 90 day period. With the exception, that if within two weeks of a desired date, that date has not been reserved, then the property owner who has reserved once already in the 90 day period may do so again.
3. Only property owners in good standing with the POA will be permitted to reserve the Clubhouse facility.
4. In order to reserve the Clubhouse the property owner must sign the POA Clubhouse Lease Agreement and these HW Clubhouse Reservation Information, Rules, Guidelines and Leasing Procedures agreeing to all conditions within same. No exceptions.
5. The property owner (Lessee) must be in attendance throughout the entire reservation time.
6. Reservation of the Clubhouse is for personal use only for HW Property owners (supporting immediate family, relatives, friends, neighbors) **The Clubhouse cannot be rented on behalf of friends or non-resident family members.**
7. Reservation is for the Clubhouse upstairs area **only, not the pool or pool deck.** **The pool and Pool deck are not part of the Clubhouse Rental agreement. The pool and pool deck cannot be rented. Event guests are prohibited from using the pool and pool deck.**
8. The maximum number of persons permitted in the Clubhouse at one time is 60, as determined by the Lexington County Fire Marshal and must not be exceeded.
9. The Clubhouse is a non-smoking building including the upper and lower deck areas. Smoking is permitted outside of the fenced area only. In addition, no pets are allowed within the gated area.
10. Parking is to be restricted to designated areas only (in the parking lot). No parking on grass or buffered areas is allowed including the circle driveway around the Clubhouse or lake ramp.
11. The Clubhouse can be reserved between the hours of 10:00 am and 10:00 pm. **The Clubhouse must be cleaned, closed and locked by 10:00 p.m.**
12. All these rules and guidelines herein do not specifically pertain to Harbour Watch community sponsored events sanctioned by the various Harbour Watch Committees and POA Board, albeit many do.

B. FEES, COMPLIANCE AND AUTHORITY FOR CLUBHOUSE RESERVATION

1. There is a usage fee of \$150.00 (not refundable) and a compliance deposit of \$100.00, (refundable if all conditions herein are met). Both these fees must be made as a deposit in advance (no later than two weeks) of the reservation date in order to reserve the date requested. **Make two separate checks of \$100 and \$150 payable to Harbour Watch POA.**
2. In addition the Clubhouse Leasing Agreement (a separate document) must be signed and submitted to the designated representative of the Clubhouse Committee within two weeks of the reserved date. The key to the Clubhouse will be provided to the lessee no sooner than one day before the reserved time. There should be a discussion and pre-walk-through of the Clubhouse with the lessee and a Clubhouse Committee member before the reserved time.
3. The Clubhouse facility will be inspected and the compliance deposit will be returned only after a post walk-through is completed and it is determined these rules and guidelines have been met. The key is to be returned on the day following the event and must be returned before the compliance deposit will be refunded. Please note the compliance deposit (in part or whole) can be withheld as deemed necessary by the designated representative of the Clubhouse Committee for review and confirmation of all conditions herein being met. If the compliance deposit (or any portion) is withheld for any reason, future lease of the Clubhouse to the property owner may be revoked.
4. Clubhouse reservations are on a first come first serve basis. In case of conflict, the Harbour Watch POA sponsored activities will take priority.
5. There is a 10:00 p.m. curfew of all activities held at the Clubhouse. No exceptions will be made. **The Clubhouse must be cleaned up and vacated by 10:00 PM.**

The Clubhouse Committee with final HW POA Board approval has ownership, responsibility, and enforcement authority for these Reservation Rules and Guidelines.

C. LESEE INDEMNIFICATION

1. The Lessee (property owner) expressly agrees to defend, indemnify and hold harmless Harbour Watch Homeowners Association, Inc. (POA), its members, its agents, servants, employees and all those working in concert with Harbour Watch POA from and against any and all claims for loss of damage to property, or injury to or death of person or persons resulting from or arising in any manner out of the Lessee's (including but not limited to its guests, family, agents, invitees, and/or those on the premises) use, operation or possession of the Clubhouse or any of Harbour Watch's facilities and surrounding areas covered under the Clubhouse Leasing Agreement. The Lessee shall also assume all costs of litigation, including attorney fees, to indemnify Harbour Watch POA, its members, its agents, servants, employees and all those working with the Harbour Watch POA.
2. The Lessee agrees to release the Harbour Watch POA from the responsibility and liability of personal property belonging to the Lessee and/or his or her guests, family, agents, and invitees.

D. RESPONSIBILITIES OF SIGNING PROPERTY OWNER

1. Adhere to all Harbour Watch Clubhouse Rules and Guidelines herein and in the POA Leasing Agreement.
2. For the usage and compliance deposit including any additional charges due to damage.
3. For all damages arising from the misuse (or accidents) to the Clubhouse or pool facility and surrounding areas (like parking, entrance gate, common grounds, etc.).
4. Return the Clubhouse to the same condition observed during the initial pre walk through.
5. For interior cleaning of the Clubhouse and general pickup of surrounding areas used **by the 10PM curfew of rental day.**
6. A pre-inspection of the Clubhouse. This time should be arranged with the Clubhouse Committee representative in advance.
7. A post-inspection of the facility. This time should be arranged with the Clubhouse Committee representative in advance.
8. Prearrange community gate entrance with special code access for the day of the event with the Clubhouse Committee representative in advance.
9. Opening and locking of the Clubhouse. Turning off lights and fans. Emptying refrigerator of any perishable food **by 10:00p.m.**
10. Be sure all trash and recyclables are securely in trash bags and carried out to the trash bins located outside the fence by the golf cart parking area.
11. All tables and chairs (if set up) are to be broken down and put back in storage (as found). While existing Clubhouse furniture can be moved to accommodate setup, it must be returned to original layout. However, the pool table is not to be moved for any circumstance. **Items in the kitchen cabinets are not to be used by renters.**
12. Careful use of all decorating materials such as tacks, scotch tape and such should be used sparingly to not cause damage to walls or surfaces. All decorations are to be removed by Lessee.
13. The Lessee agrees to be held accountable for any noise or music that is in violation of the County Noise Ordinance caused by themselves or any other person at the function during the reservation period. If sound equipment is used, including use of a disc jockey, then it is to be set up inside the Clubhouse with the doors shut. NOTE: Please be considerate of residents whose dwellings are in close proximity to the Clubhouse event. Sound levels should be reduced after 9:00 pm.

E. REVIEWED, UNDERSTOOD AND AGREED TO BY:

Property Owner (Lessee) _____ Date: _____
Signature

Witnessed: _____ Date: _____