

The Meadows Property Owners Association  
1 Par Lane, Maidsville, WV 26541

The Meadows Clubhouse Usage Agreement  
Upstairs Rental

**Name \***

**Street Address \***

**Email \***

This must be an email that you monitor regularly.

**Phone Number \***

**Type of event \***

**Date of Event \***

**Times of Event \***

Please indicate beginning and ending times

**What time would you like to enter the clubhouse for set up? \***

**Will you be using the kitchen during your event? \***

Yes

No

## Will you be serving alcohol during your event? \*

Yes

No

**\*\*Rules and Terms are subject to change without notice.\*\***

## FEES: \*

INITIAL HERE

### **FEES: Please read and initial below**

The homeowner agrees to pay a refundable security deposit of \$150 (check only) which **must be paid within 72 hours of requesting a reservation.** The deposit is to be paid to the clubhouse dropbox or to the clubhouse coordinator directly. An opportunity to review the Agreement, tour the clubhouse, and answer any questions is available by contacting the clubhouse coordinator at [reservetheclubhouse@gmail.com](mailto:reservetheclubhouse@gmail.com). Alternative arrangements may be made with the Clubhouse Coordinator based upon the needs of the homeowner, the Coordinator, or The Meadows community. This fee will be refunded if the facility is cleaned, returned to its original condition, and there is no damage to the facility or surrounding property. All homeowners reserving the clubhouse must complete the following checklist before leaving their event. **If any tasks on the checklist have not been completed as described, THE ENTIRETY OF THE DEPOSIT MAY BE KEPT discretion of the Board. You will be contacted with the results of the post-event inspection regardless.**

### Post-Event Cleaning Checklist

\*The checklist is subject to change without notice at any time.\*

**You should plan for a minimum of 1-2 hours after your event ends to complete this checklist to a satisfactory level so you do not risk losing your deposit.**

- **All doors and windows must be shut and locked before leaving the clubhouse.**
- Trash must be removed from the trash cans, tied closed, and discarded in the dumpster across the front parking lot. Dumpster key can be found and returned to the kitchen corkboard
- All floors must be swept **AND** mopped throughout the entire upstairs portion of the building. Floors must not be sticky or have residue, crumbs, etc. left behind for this to be satisfactorily completed.
- All tables, chairs, and countertops must be cleaned. No sticky residue, crumbs, etc. shall be left behind for this to be satisfactorily completed.
- If the fireplace was used, it must be turned off.
- All appliances must be turned off, except for the refrigerator and freezer.
- All TVs must be turned off.
- Any lights with a "LEAVE ON" sticker are to be left on, including outside lights. All other lights are to be turned off.
- Tables and chairs must be put back the way they were situated upon your arrival.
- No food or beverages are to be left behind, including in the refrigerator or freezer.
- Bathrooms are to be cleaned and trash removed upon exit.
- Bags in the trash cans you use must be replaced with new ones, which are provided by the HOA.
- Thermostat returned to 70F
- Kitchen sinks must be cleaned and clear of debris.
- Cigarette debris outside must be removed.

\*Cleaning supplies/trash bags are provided by the HOA and are located underneath the bar area. Additional cleaning supplies are in the kitchen area.\*

## **DAMAGES:** Please read and initial below

The homeowner will be responsible for any damages to the building and its contents including but not limited to tables, chairs, floors, walls, kitchen appliances, electronics, etc. The HOA has the right to bill the homeowner signing this agreement for any amount deemed necessary to repair damaged property that occurs during the homeowner's event.

**\* The HOA is not liable for any injuries or accidents to persons present during your event.\***

**DAMAGES: \***

INITIAL HERE

## **DECORATIONS:** Please read and initial below

- Doorways, halls, and stairs must remain unobstructed by decorations;
- Battery-operated candles are permitted. No open flames are permitted with the exception of cake candles and flames used as a heating source for catering equipment;
- The use of nails, tape, glue, thumbtacks, or adhesive on floors, walls, ceilings, door frames, or columns for the purpose of attaching materials is prohibited. Fastening display materials to light fixtures, fire safety devices, or ceilings, is prohibited;
- Glitter and confetti are prohibited;
- No painting, including banners and construction work, may occur on the premises;
- All decorations must be removed at the conclusion of every event.

**DECORATIONS: \***

INITIAL HERE

**MUSIC: \***

INITIAL HERE

## **MUSIC:** Please read and initial below

Music is permitted at your event. Music inside the clubhouse is permitted from 9:00 AM to 11:00 PM. Music may be played outside of the clubhouse from 9:00 AM to 9:00 PM as to abide by the Covenants and Restrictions of the Meadows HOA.

## **ALCOHOL/SMOKING/DRUGS:** Please read and initial below

Alcohol is permitted at your event. Please use cautiously and responsibly. Homeowners must abide by State and Federal laws as pertains to the use and consumption of alcohol. No drugs are permitted on the premises. Smoking and vaping are not permitted inside the clubhouse. Smoking within 25ft. of any entrance is not permitted in accordance with Monongalia County Code. The homeowner is responsible for any injuries/accidents that occur to guests during the event.

**The HOA will not be responsible for any issues pertaining to alcohol consumption at your event.**

**ALCOHOL/SMOKING/DRUGS: \***

## **PETS/ANIMALS:** Please read and initial below

No pets or animals of any kind, including Emotional Support Animals, are permitted inside the clubhouse, with the exception of service animals. In accordance with the Americans with Disabilities Act, the service animal must:

- Be required due to a disability and;
- Be trained for a specific task(s) or service(s).

**Failure to comply with this term will result in automatic forfeiture of your deposit. Please advise your guests to leave their pets at home.**

**PETS/ANIMALS: \***

INITIAL HERE

## **MISCELLANEOUS:** Please read and initial below

- Food storage is not permitted before or after your set rental time;
- Tables, chairs, furniture, garbage cans, electronics, and all other contents within the clubhouse are to remain inside the clubhouse during your event;
- Homeowners are not permitted to block, cover, unplug, or tamper with the security cameras;
- At least one member of your household **MUST** be present at the clubhouse for the entire duration of your event as well as during clean up.
- The homeowner is responsible for their guests and their actions.

**MISCELLANEOUS: \***

INITIAL HERE

## **CANCELLATION:** Please read and initial below

There are no fees to cancel your event. However, please be mindful of your neighbors and cancel your event as soon as possible should your plans change.

**CANCELLATION: \***

INITIAL HERE

## **BUILDING CAPACITY:** Please read and initial below

Maximum capacity is 125 people. There are 47 chairs and 8 barstools available for seating. Please plan accordingly.

**BUILDING CAPACITY: \***

By signing the agreement, you are acknowledging:

- That you have read this agreement in its entirety and agree to abide by the rules and terms of this agreement as well as the the Terms, Conditions, and Process for Reserving the Clubhouse document attached below;
- You agree to pay the refundable security deposit of \$150 and understand that this will only be refunded if there are no damages to the property and the clubhouse is satisfactorily cleaned according to the cleaning checklist provided to you;
- You agree that at least one person from your household will be present during the entire duration of your event;
- You understand the HOA has the legal right to keep your deposit and to bill you for any damages over your \$150 deposit amount.

**Today's Date (Request Date) \***

Month Day Year

**Date**

Month Day Year

**Please review the following Terms, Conditions, & Rental Processes before accepting below.**

## **The Meadows Property Owners Association**

1 Par Lane, Maidsville, WV 26541

### **Additional Terms, Conditions, and Process For Use Of The Clubhouse**

1. Homeowners may request to reserve the Clubhouse within 180 days (6 months) of their desired date but no less than 7 days prior to their desired date;
2. The homeowner must be present for the duration of their event and clean-up;
3. Homeowners may not request the Clubhouse two consecutive years in a row for any major holiday: New Year's Eve/Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve/Day;
4. Residents will not be able to use the clubhouse during HOA-sponsored events (board meetings, community events, etc);
5. The HOA reserves the right to deny access to homeowners who are in arrears on their HOA dues or other fees;
6. The clubhouse may not be reserved by a homeowner more than four (4) weekend dates (Saturday or Sunday) in one year. Week days may be reserved on an unlimited basis at the discretion of the Coordinator or the Board;
7. If there are damages or unsatisfactory conditions to the building/property upon arrival for their event, homeowners are strongly encouraged to report it immediately, before the start of their

event if possible, to reservetheclubhouse@gmail.com. Photo documentation is encouraged. Failure to report existing damage or issues may result in any findings during the post-event inspection being attributed to the homeowner with the consequences described in the signed Usage Agreement. However, every effort will be made to determine the true time frame and/or source of the damage or unsatisfactory conditions;

8. Should damage occur during the homeowner's rental time, homeowners are asked to email (reservetheclubhouse@gmail.com) as soon as possible with a description. Photos are encouraged;
9. Communication regarding reservation of the clubhouse or other clubhouse issues and events will be held entirely through email (reservetheclubhouse@gmail.com). Homeowners are to provide an email address that they monitor regularly. Phone calls and text messages will not be utilized;
10. Reservation times are as outlined below:
  - 8:00 AM to 9:00 PM if there is an event scheduled for the following day. This means the clubhouse must be cleaned up and ready for post-event inspection by 9:00 PM;
  - 8:00 AM to 11:00 PM if there is **no** event scheduled for the following day. This means the clubhouse must be cleaned up and ready for post-event inspection by 11:00 PM;
  - Changes to these times may be made at the discretion of the Clubhouse Coordinator according to facility, community, or homeowner needs;
  - Homeowners may not enter the clubhouse prior to the day of their event to set up.
11. Homeowners will generally be issued a passcode via email to use on the Nest/YALE lock to gain entrance to the clubhouse.
  - Please use care when entering the passcode as entering a passcode incorrectly too many times will lockout that code and require someone to assist with entering the building;
  - If the homeowner is locked out or otherwise unable to enter the building, please email reservetheclubhouse@gmail.com. The Clubhouse Coordinator will generally monitor emails immediately prior to events. However, there can be no guaranteed time frame for assistance though every effort will be made to do so as soon as possible.

The homeowner is responsible for thoroughly reading and completing the Agreement/Terms and paying the deposit as required by the Clubhouse and outlined below:

- **A signed Usage Agreement with Terms & Conditions is to be completed and submitted within 72 hours of the reservation request being made.** Alternative signing arrangements may be arranged based upon the needs of the homeowner, Clubhouse Coordinator, or community;
- **Deposits are to be paid via check, within 72 hours of the reservation request;**
- Reservations are not final until the deposit has been paid;
- **Failure to sign the Agreement/Terms and pay the deposit within the required time frame will result in the reservation being canceled.** The homeowner will need to resubmit a reservation request if they wish to continue with the reservation.

## Type a question