Exclusive Use of Clubhouse (CH) Application

-OWNERS ONLY-

Adopted February 15, 2022

I, _____, address of _____ , do certify that I am reserving the ___ Main CH or the ___ Lucky Stone CH for Exclusive Use on the date of _____ at the time of _____ A.M./P.M. until _____ A.M./P.M. **(The start time includes your time for set-up and the end time indicates the time your event is complete, including clean-up)** for a function at which approximately _____ persons will be attending. (Maximum Capacity in the Main CH is 50 guests including the lanai area. Lucky Stone CH capacity is 20 guests.

Type of event: _____.

I will submit a refundable security deposit in the amount of $250.00 in addition to the non-refundable Exclusive Use fee of $ 50 for the Main clubhouse or $30 for the Lucky Stone clubhouse. Please include two (2) separate checks, **both made payable to: Hawthorne Community Association.**

I understand that the Exclusive Use of either Clubhouse does NOT include the Exclusive Use of the pool deck, swimming pool and related facilities.

Use of Main Clubhouse Only: I understand that event setup may not be made prior to the date of rental and **will take place on the day of the event at the start time indicated above.** The Exclusive Use Fee includes up to 4 buffet tables, 2 round party tables, and up to 25 folding chairs. You are responsible for setting up an appointment to pick up the chairs and tables from the storage areas in different closets. You are also responsible for taking them back to the same storage areas.

Applies to Both Clubhouses: It is further understood that the Association prohibits anything to be adhered to walls or ceilings, smoking, lit candles, and the sale of alcoholic beverages on the premises or common areas. I understand that my security deposit of $250.00 will be returned to me if no damages or infractions are reported.

I understand that any guests invited from outside of the community must be listed by name, and that a copy must be submitted with this application for use by the Management Company and the gatehouse, for the purpose of only admitting allowed guests. I understand that if any persons arriving at the gate are not on the guest list, the attendant will attempt to call the owner to approve entrance. Otherwise the person will not be permitted to enter.

I agree that I must be present at the function at all times and that I will also be responsible for adhering to the Clubhouse Rules, for myself and my guests, during the period that I am entrusted with the Exclusive Use of the Clubhouse. I have read and understand the Clubhouse Rules and Regulations.

Use of Main Clubhouse only: It is understood that I will inspect the building prior to, and the morning immediately following the above engagement date, with a designated representative of the Association. Within seven (7) days of the inspection, I will be notified of any damages or infractions of the rules. If I

fail to inspect the building the morning immediately following the date of my engagement, I agree that I WILL ACCEPT THE DETERMINATION OF SAID REPRESENTATIVE AS TO DAMAGES, WITHOUT RECOURSE.

Applies to Both Clubhouses: I am responsible for the cleanup of the Clubhouse and surrounding areas. The event must be over and cleaned up by 10 P.M. per Bonita Springs noise ordinance. Trash disposal rules must be followed. Do not leave trash in the indoor trash containers. **Please bag your trash and take it with you for disposal.** If an additional cleaning fee is needed, charges against the security deposit will be $25/ hour and two (2) persons.

I will be responsible for any damage to the building, utilities, or furnishings of the Clubhouse and of the common areas caused by myself and/or any of my guests during the period for which I have engaged the use of the facility.

I agree that if myself and/or my guests violate a Clubhouse Rule or Regulation during the period for which I am responsible for the facility, my security deposit will be treated as liquidated damages, and, as an owner, I will be responsible for any additional amounts beyond the security deposit for damages or cleaning as well as fines for violations as provided in governing documents. I further agree to pay any and all costs incurred by the Association as a result of the said violations. I agree that the said amount shall be forfeited by me to the Association. The Board of Directors for the Association has the right to charge me for additional damages above and beyond the $250.00 security deposit. I agree to pay the Association for any additional damages beyond the retention of the said deposit.

I tender herewith, my two checks for the Exclusive Use Fee of either $ 50 or $ 30 and $ 250 for the security deposit. Once again, **checks should be made payable to: Hawthorne Community Association.**

I, the undersigned resident, have read and agree to the Rules & Regulations of the Hawthorne Community Association and Clubhouse. I agree to indemnify and hold the Hawthorne Community Association harmless against any accident, injury, or illness which might be sustained from the use of the Clubhouse. I will assume full responsibility for the actions of my guest(s) and be personally liable for any claims that may arise as a result of the rental and use of the facility.

Association Member: _____

Signature: _____

Date: _____ Telephone: _____ E-mail: _____

Accepted by: _____
(Authorized Social Committee Rep.)

Signature: _____

Date: _____ Telephone: _____ E-mail: _____