



## **Escoba Bay Clubhouse Rules & Regulations**

### **Clubhouse Rental Eligibility**

The Escoba Bay Clubhouse is available for the use and enjoyment of Escoba Bay homeowners in good standing, as well as renters of homes whose owners are in good standing, for the following:

- Themselves and others living in the residence.
- An immediate family member not in residence (son, daughter, sister, brother, father, mother, grandparents, or in-laws).
- Other close relatives with the provision that both the owner or renter and the relative in question first meet with and be approved by the Board of Directors prior to the event.
- Social gatherings of business associates (retirement parties, promotion celebrations, etc. for the eligible clubhouse renter or immediate family member as defined above.)
- Community events such as the Shrimp Festival, scout groups, friends of the library, and the beautification committee.
- Other gatherings sponsored by the Association for the benefit of the owners and renters in the community.
- Other occasions deemed by the Board of Directors to be appropriate.

In each and every case, the eligible party renting the facility and signing this document is responsible for the activities of his or her guests and must be in attendance at all times during the event.

***Restrictions: No for-profit business activities or events are permitted if the intent of the rental is for solicitation, promotion, or sales or services of any kind.***

### **Clubhouse Occupancy**

The clubhouse consists of a large main ballroom, two smaller rooms, a kitchen, restrooms, storage room, and a janitorial closet on the ground floor. Seating for events is restricted to the ballroom. Events are normally restricted to the main floor. If requested in writing and approved by the facilities manager or the business manager, a second-floor room overlooking the ball room may be used by a disc jockey and two other second-floor rooms may be used for changing clothes or supervised baby-sitting. Unattended children are not allowed on the second floor. The maximum occupancy for rental events is 100.



The maximum occupancy for the ballroom (approximately 1200 usable sq. ft.) is 100 for stand-up or theater-style events; 70 for banquet-style.

Use of the swimming pool and screened porch area by members of the rental party is normally prohibited. If requested, exceptions for the porch may be made during seasons when heating and cooling are not required. The thermostat will be locked in the off position if an exception is granted.

One adult must be present for every eight (8) persons under the age of 16 to provide adequate supervision.

Rental Fees and Deposits

**Rental Fee (non-refundable) \$ 75.00**

**Security Deposit (Refunded after satisfactory inspection) \$ 125.00**

Rental requests must be made by submitting a completed Rental Agreement to the Escoba Bay business office. Fees and security deposits must be received and successfully deposited within two weeks following the reservation request in order for the rental to be confirmed. If not received within the two week period, the reservation will automatically be canceled. Checks should be made to the Escoba Bay HOA. Any returned checks will automatically cancel the reservation and a bill for any bank fees will be issued. The homeowner or renter may resubmit a request for a reservation, but the reservation will not be processed until the full amount of the agreement, plus any fees, has been successfully deposited.

If a reservation is canceled by the requester one (1) week or more before the date of the event, all fees and the deposit will be returned.

The security deposit will be returned upon successful inspection of the clubhouse following the event. Failure to complete all actions on the cleaning checklist may result in loss of some or all of the security deposit.

Any damages or missing furniture and/or equipment identified during the inspection following the event will result in holding the deposit until costs of repair or replacement are determined. This amount will be deducted from the deposit. The homeowner/renter will be given a detailed document of the damages and a summary of the charges. The homeowner/renter will be responsible for paying any costs in excess of the deposit within ten (10) working days of receipt of the bill. Non-payment of these costs will be forwarded to the Associations attorneys for action.



## **Reservations and Rental Periods**

**To check the availability of the clubhouse facilities call the business during business hours office at (910) 327-0238.**

Homeowners/renters are not permitted to make reservations for an event more than six (6) months prior to the event. The Homeowners Association may reserve the clubhouse for meetings and community-wide events up to a year in advance of the event.

The Business Manager will notify the homeowner/renter when the rental application has been approved. A clubhouse door key may be obtained from the Business Manager up to three (3) days before the event. The deadbolt will be unlocked by the Business Manager or Facilities Manager to allow access for setup and the event.

The clubhouse may be used from as early as 8:a.m. but may not extend beyond 11:00 p.m. Music, or other loud noise, must cease at 10:30 p.m. during the week and at 11:00 p.m. during the weekend (Friday and Saturday).

The clubhouse may be reserved the day before the event for set-up and the morning after the event for cleaning, provided the clubhouse is not reserved or otherwise unavailable during those times. Homeowners/renters may not begin preparation activities or allow access to the clubhouse by guests or other participants of the event prior to the stated rental period. Caterers and other non-residents are not permitted in the clubhouse without the homeowner/renter's presence. All property provided by the homeowner/renter must be removed by noon the day after the event and that supplied by a caterer must be removed on the first business day after the event.

The users of the clubhouse are responsible for returning all furniture to its original location, neatly stacking excess folding chairs in the storage room and folding tables in the small adjacent room, cleaning the facilities as listed in the attached Cleaning Checklist, and removing all of the event's trash and taking it with them.



## **Available Features/Equipment**

As its part of this rental agreement, the Homeowners Association provides the use of the clubhouse, its contents, and parking facilities within the guidance and restrictions provided herein.

In addition to the tables/chairs/furnishing in the clubhouse, the Association also provides the following items for residents to use during their rental event:

- Seven (7) 4' round wooden tables
- Five (5) 8' white plastic folding tables
- Two (2) 6' white plastic folding tables
- Approximately seventy (70) folding chairs
- A music sound system.

Kitchen appliances include refrigerator/freezer, electric range with oven, microwave, double sink, hot- water heater, and coffee maker. Dishes/cutlery/utensils/cooking equipment, and other appliances are not provided.

The association will supply toilet tissue, paper towels for bathroom and kitchen, soap for bathrooms, and plastic bags for waste baskets and trash cans. The users must provide all other consumables as well as table cloths, napkins, and other table settings.

The facilities manager is employed by the Association to ensure to the best of his ability that the Association-provided equipment and materials are available and in working order. He is not responsible for correcting unforeseen, last-minute malfunctions of equipment that are beyond his capability or time constraints, nor should he be asked to provide materials or functions that are the responsibility of the user.

## **Clubhouse Use Restrictions**

No smoking is permitted in the clubhouse or on the porch.

No candles or other open flames are permitted in the clubhouse. Chafing dishes requiring Sterno-type canned heat sources are permitted. BBQ grills may not be used anywhere on the premises.

Clubhouse events may not overflow onto the clubhouse lawn.



No paint, scotch or masking tape, or tacks are permitted on walls, windows, fixtures, molding, fireplace, mantel or ceiling. With written approval, items may be taped to surfaces using only painter's tape.

No animals are permitted in the clubhouse or on the porch, with the exception of trained guide, aid, or assist dogs.

Seasonal decorations placed in the clubhouse by the Association, such as Christmas trees and wreaths, may not be removed or moved.

Structures may not be erected outside the clubhouse.

Parking is provided adjacent to the clubhouse in the lot between the clubhouse and barn and in the graveled area outside the swimming pool. Parking in front of the swimming pool is allowed for clubhouse users between September and May when the pool is closed. One-lane parking is allowed in the circle in front of the clubhouse, but it must not restrict emergency vehicle access to the clubhouse. If parking is inadequate, guests are requested to park on one side of the adjacent street or park outside of Escoba Bay and carpool to the clubhouse.

## **Responsibility, Risks, Liabilities, and Hazards**

The homeowner/renter assumes all responsibilities, risks, liabilities, and hazards incidental to the activities for (including, but not limited to, the serving of alcoholic beverages), and hereby releases and forever discharges the Association, its officers, directors, employees, agents and members, past, present and futures, from any and all claims, costs, causes of action, and liability for personal injury or death and damage to or destruction of property arising from my use of the clubhouse and its appurtenances. Violations thereof by any person setting up, serving at, present at, attending, or in any other way related to the function, may, at the sole discretion of the association's Board of Directors, result in, but is not limited to, forfeiture of the refundable deposit.

The homeowner/renter agrees that, if alcoholic beverages are served during the function, then alcoholic beverages shall (1) not be sold at the function, (2) not be served or allowed to be provided to minors at the function, and (3) shall only be provided to or served to adults in a responsible manner, and the homeowner/renter reserving the clubhouse is responsible for ensuring that attendees at the function drink responsibly and legally.

As a condition of use of the clubhouse, the homeowner/renter agrees to the terms of these rules and of the correlating Reservation Agreement, to use the clubhouse subject to the right herein reserved by the Association to enter the clubhouse and terminate the



homeowner/renter's use thereof should any person engage in conduct that endangers the health, safety, or welfare of other persons attending a function at the clubhouse, or if such conduct constitutes a threat to the clubhouse property.

It is the homeowner/renter's responsibility to ensure that the clubhouse is properly cleaned after the event in accordance with the Cleaning Checklist provided and that the key to the clubhouse is returned to the business office as soon as possible after the event. Failure to do so will result in loss of part or all of the security deposit.