



ATTENTION HARBOR AT HARRODS CREEK RESIDENTS:

Attached you will find a revised version of the forms necessary for renting the clubhouse. They have changed somewhat but not a lot. The Committee in charge of refurbishing the clubhouse recently completed their job and we want to keep it in good condition. Please read over the information to familiarize yourself with it and you may refer to it in the future.

Please contact James Bramble at 396-4309 at least one day prior to the use of the clubhouse for a pre-inspection and to get the key. Please keep and take the inspection form at the back of this packet with you at that time. Please mail back the completed reservation form with two separate checks, \$150.00 for the deposit and \$75.00 for the usage fee.

Please make sure to mail it to our management office, not the lockbox.

**Mulloy Properties, LLC
PO Box 436989
Louisville, KY 40253-6989**

Should you have any questions or concerns, please feel free to contact our office at 498-2404 or you can contact the coordinator at the number provided above.

REQUEST FOR USE OF THE CLUBHOUSE

The Harbor at Harrods Creek

REQUESTED BY OWNER AND/OR RESIDENT (please underline your status): _____

PHONE: (Home) _____ (Work) _____

ADDRESS: _____

TYPE OF FUNCTION: _____

DATE REQUESTING: _____ TIME: From: _____ to _____

Please read the Clubhouse Contract Agreement (attached) and the Clubhouse Rules and Regulations before signing:

A fee of \$225, which includes a security deposit of \$150 and a non-refundable usage fee of \$75.00 must accompany this application. These are in the form of two checks payable to the Harbor at Harrods Creek. The security deposit is subject to the conditions set out in the accompanying Clubhouse Rules and Regulations.

I understand the contract agreement and agree to abide by the rules and regulations set forth by the Board of Directors of the Harbor at Harrods Creek Homeowners Association. I certify by my signature that I have received the Clubhouse Rules and Regulations and that I am responsible until 10:30 a.m. the following morning for all expenses that might occur.

In the event alcoholic beverages are either served at the function by the Owner and/or Resident or brought to the party by guests, neither the Board of Directors nor the Management Company shall be in any way liable. Furthermore, the Unit Owner hereby specifically agrees to indemnify and to hold harmless the Board and Management Company from any and all claims by any persons whomsoever arising out of the party generally and out of the consumption of alcohol at the party specifically. All alcoholic beverages at the party are to be consumed in the Clubhouse and deck area.

The maximum number of people the Clubhouse may legally accommodate is 64 with tables; 137 without tables.

_____ Check if you want folding chairs (20 available)

OWNER AND/OR RESIDENT'S

SIGNATURE: _____ DATE: _____

Note: if you are a renter, the signature of the owner of your Unit is required.

Owner's Name: _____

Owner's Signature: _____

APPROVED BY MANAGEMENT _____ DATE _____

THE HARBOR AT HARRODS CREEK CLUBHOUSE
Rental Rules and Regulations

1. The Clubhouse is for the benefit of the Owners and/or Residents of the Harbor at Harrods Creek. Any Owner in good standing with the Harbor at Harrods Creek Homeowner Association (hereafter called the Association) may rent the Clubhouse for private use. Any owner may use the Clubhouse free of charge for an activity for other Owners and/or Residents with no outside guests.

2. The area to be rented includes the exclusive use of the Clubhouse, the deck on the marina side of the Clubhouse, kitchenette and the NON EXCLUSIVE use of restrooms (hereafter called the Clubhouse). The interior of the Clubhouse is a non-smoking area. The rental of the Clubhouse **DOES NOT** include the pool area or the deck located between the pool and clubhouse. Under no circumstance should guests be allowed in close proximity to any residence, lakes, marina, or boat docks, without being escorted by the owner.
Initial _____

3. The rental of the Clubhouse is not for the repeated or regular use of outside organizations. No business is to be conducted whether it is for profit or not for profit. And it is never available for overnight lodging or activities.

4. Reservations for the Clubhouse shall not be made more than one year or less than two weeks in advance.

5. The Clubhouse and adjacent grounds may not be used for any dangerous or illegal activity.

6. Pets are not allowed in any area of the Clubhouse with the exception of Seeing-Eye dogs.

7. The Owner renting/using the Clubhouse will assume all risks and responsibilities associated with use of the fireplace.

8. Decorations are to be applied only to unpainted areas, such as windows. Tape applied to painted surfaces removes the paint and will result in a charge assessed for repair. Decorations may not be nailed or tacked to any surfaces.

9. The Owner renting the Clubhouse must be present at all times.
Initial _____

10. The Board of Directors of the Harbor at Harrods Creek Homeowners Association (hereafter called the Board) reserves the right of free access to all portions of the Clubhouse at all times, including the time during which the Clubhouse is being rented for a function.

11. The Owner and/or Resident may obtain, complete and submit the Request for Use of the Clubhouse and the Clubhouse Contract Agreement from Mulloy Properties, Inc. (hereafter called the Management). The use of the Clubhouse will be on a first-come-first-serve basis, with no reservation being confirmed until all paperwork and payments received.
12. A fee of \$225 in the form of two checks, one for \$75 (non-refundable) and the other for \$150 (security deposit), must accompany the Request to Use the Clubhouse form and the Clubhouse Contract Agreement form. Checks are to be made payable to the Harbor at Harrods Creek and submitted to Management at least two weeks in advance. [If the checks fail to clear the bank, a \$25 charge per check will be assessed the Owner by Management] Upon receipt of proper forms and checks and rental approval by Mulloy Properties, Owner should contact Harbor Board Contact to arrange a walk through inspection, at which time Harbor Board Contact will deliver to the Owner the key no more than two days in advance of the rental date. The key is to be returned to Harbor Board Contact the morning after the Clubhouse is rented. {If the key is lost, the replacement fee is \$50. The key is not to be duplicated nor loaned to third parties}
13. Folding chairs are stored in a locked area of the Clubhouse and can be requested for use at the time of reserving the Clubhouse.
14. Service personnel, such as florists, caterer, or musicians, etc. who may be entering the clubhouse prior to the activity, must be accompanied by the Owner and/or Resident.
15. Parking is available in front of the Clubhouse and at the Marina. Vehicles parked otherwise may be towed away at the vehicle owner's expense. The maximum number of people permitted in the Clubhouse at one time, as determined by City and/or Local Fire Code, is 65 persons when the round tables are in use, 100 persons without the tables.
16. Guests are to under the direction and control of the Owner and/or Resident. Alcoholic beverages may not be sold under any circumstances. The use of any alcoholic beverages must be confined to the Clubhouse and must be in accordance with State and Local Laws. The Owner and/or Resident is responsible for the behavior of the guests. Any infractions or disturbances created as a result of the activity which require police authorities to respond and/or to take action shall be considered a violation of these rules and will result in forfeiture of the total deposit in addition to other fines and charges that may be levied. This is a residential community. Boisterous behavior before, during or after a party is not acceptable and may result in the suspension or loss of Clubhouse privileges.
17. The Clubhouse must be vacated by 1:30 a.m. (guests leaving by 1:00 a.m. and clean-up finished by 1:30 a.m. or resumed before 6 a.m. the following morning)
18. All party supplies are to be stored under the bar or in the kitchen. Nothing is to be stacked against the walls.

19. It is the responsibility of the Owner and/or Resident to ensure that the Clubhouse is left in the same condition as it was before the event. All trash, all decorations and all food are to be removed and the restrooms cleared of trash. Folding chairs are to be accounted for. Failure to meet acceptable expectations for all items listed on the Clubhouse Contract Agreement will result in additional holding of security deposit and/or extra charges unless the Owner and/or Resident performs whatever is necessary to meet the checklist. The clubhouse must be returned to its original condition no later than 10:30 a.m. of the following day following the rental date.
20. After the rental, the security deposit will be refunded by Management or applied in whole or in part to restore the Clubhouse to its original condition. The condition of the Clubhouse will be inspected prior to and following the function by either a designated representative of the Board or by Management. The Owner and/or Resident has the option of being present for the inspection both before and following the function. The Owner and/or Resident must be present during the inspections or forfeit the right to protest any withholding of the deposit and/or additional assessment for damages not covered by the security deposit.
21. The Owner assumes full responsibility for any damage done to the Clubhouse, its contents, or the surrounding common area. The Owner and/or Resident undertakes to hold harmless, and indemnify the Board from any and all liability loss or damage as a result of claims, demands, damages, costs or judgments including court costs and attorneys' fees against it arising from Owner and/or Resident's use of above facilities, the use of those facilities by the guests of the Owner and/or Resident, or any incident involving the Owner and/or Resident of his or her guests following the activity at these facilities, including but not by way of limitation any automobile accident involving any of these persons, whether as a result of negligence on the part of the Owner and/or Resident, the results of the use of alcohol by the Owner and/or Resident and guests, or otherwise.

Owner and/or Resident is responsible for the cost of the defense of any such claims. The Board will be the final judge of acceptability of any compromise or settlement offer. The Board will have the right to choose attorneys, if any, who are to defend against such claims.

Should it become necessary for the Board, or someone on the Board's behalf, to incur costs and expenses to retain the services of an attorney to enforce this agreement, or any portion thereof, Owner and/or Resident agrees to pay the Board reasonable costs and attorney's fees thereby expended, or for which liability is incurred.

The foregoing right of indemnification shall be in addition to any other rights to which the Board may be entitled as a matter of law.

Initial _____

22. If the Clubhouse area or any other common area is damaged, the Board reserves the right to refuse future use to the Owner and/or Resident responsible for the damage.

23. The cost of cleaning or repairing the Clubhouse and/or adjacent common areas, as result of the use by the Owner and/or Resident or guests (invited or not), which exceeds the amount of the security deposit, shall be assessed against the Unit's Owner by Management. The Unit's Owner consents that the assessment, together with any reasonable attorney fees, court costs, and/or collection costs, shall constitute a lien against the Owner's unit.
24. Any violation of these rules and/or Master Deed regulations that apply to the use of common elements including the Clubhouse will result in the forfeiture of part or all of the security deposit. This is in addition to any other remedy available to the Board, including the filing of a lien for any costs or damages suffered by the Board.

Initial _____

Board of Directors
Harbor at Harrods Creek
Home Owners' Association

CLUBHOUSE CONTRACT AGREEMENT

The Harbor at Harrods Creek

	<i>Acceptable</i>	<i>Not Acceptable</i>	<i>Assessment</i>	<i>Charge</i>
1. Floors				
2. Kitchen and appliances				
3. Furniture				
4. Restrooms				
5. Ceiling and Walls				
6. Wall & Floral decorations				
7. Thermostat - Heat left at 65o and cooling at 78o				
8. Fireplace gas jet turned off				
9. Folding chairs accounted for				
10. Missing items and/or damaged items: Owners and/or Residents shall be charged according to the cost of repair established by repair persons or replacement value. _____				
11. Deposit checks fail to clear bank: _____				

Total Charges: \$ _____

Conditions of existing damage prior to rental:

Sign In:

Owner and/or Resident's Signature _____ Date _____

Management's Signature _____ Date _____

Board of Directors'/Representative's Signature _____ Date _____

Sign Out:

Owner and/or Resident's Signature _____ Date _____

Management's Signature _____ Date _____

Board of Directors'/Representative's Signature _____ Date _____