

**Timber Oak Association**  
**Clubhouse Rental Agreement**

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Unit Owner Name: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Address of Unit Owned at Timber Oak: \_\_\_\_\_

Email address: \_\_\_\_\_

Party Start Time (includes set up): \_\_\_\_\_

Party End Time (includes clean up – 12:00 AM is the latest) \_\_\_\_\_

**End time of party must be accurate in order for us to properly schedule your post party inspection.**

**Initial:** \_\_\_\_\_

Phone Number: \_\_\_\_\_

Number of guests anticipated (maximum allowed capacity is 89): \_\_\_\_\_

Nature of Event: \_\_\_\_\_

**PLEASE NOTE: Homeowners will not be entitled to rent the clubhouse if there is a current outstanding balance on their common charges or other fees owed to the Association.**

**Rental Fee:** The rental fee is two hundred dollars (\$200) in addition to a security deposit of two hundred dollars (\$200) for a total amount of (\$400). Two checks made payable to Timber Oak Association for this amount are to be sent with a signed copy of this agreement and must be received within five (5) business days of the request, otherwise, the date will not be reserved.

I agree to rent certain portions of the Timber Oak Clubhouse in accordance with this rental agreement. I agree to personally attend this function throughout its duration. I also agree to be responsible for the actions of all guests and for all fees assessed in accordance with this Agreement.

**Charges to the Renting Unit Owner:** Any damages or clean-up costs will be charged to the renting Unit Owner and deducted from the Security Deposit. If the alarm is set off due to not clearing and locking the premises of the clubhouse or from balloons or any other reason, all fees incurred will be charged to the renting Unit Owner and deducted from the Security Deposit. *If the renting party of the clubhouse rents a unit at Timber Oak, the Owner of the Unit must sign off on this section of the agreement and also the last page of the agreement to acknowledge that their account will be charged for any damage or clean up their tenant causes during the clubhouse rental.*

**Renters Initial:** \_\_\_\_\_

**Unit Owners Initial:** \_\_\_\_\_

**Renting Area:** Guests of the renting party will have access to the Great Room, Kitchen and Bathrooms. The rented area does not include any other part of the clubhouse. The renting party is not to enter the swimming pool or exercise area.

**Initial:** \_\_\_\_\_

**Renting Availability:** Summer holidays (Memorial Day, Fourth of July and Labor Day) that have a weekend associated with that holiday will be unavailable for clubhouse rental. To further clarify, if Independence Day is not a Friday, Saturday, Sunday or Monday, then the clubhouse can be rented the weekend before or after the holiday.

**Parking:** Guests are required to follow all parking regulations of the Association - which includes residents and their guests not parking on the roads. Any report of vehicles parking on the roadway or blocking access to driveways during the time of that rental will result in a \$25 charge per car.

**Initial:** \_\_\_\_\_

**Unruly or Improper Behavior:** If, in the opinion of an authorized representative from the Clubhouse Committee, REI Property Management or Board of Directors, any guest engaging in unruly or improper behavior which is inappropriate or likely to cause human injury or physical damage, the renting Unit Owner agrees to remove him or her from Timber Oak property immediately. If renting Unit Owner does not immediately remove any unruly party when requested to do so, the entire rental will be immediately terminated, the entire group must leave immediately and there will be no refund of any kind. If necessary, assistance from the Bethel Police will be sought in enforcing this paragraph – this may result in fines and/or related costs being passed along to the renting Unit Owner. The renter of the clubhouse is responsible for event attendees without regard to whether they are owners, tenants, or guests from outside the property. The renter of the clubhouse will be held responsible to pay any and all fines due to violations and any other related costs such as property damage, cleaning, etc.

**Items Not Allowed:** Please note, the following items are not allowed to be brought to the clubhouse; bouncy houses, trampolines, BBQ grills, any open flames, (except birthday candles on cakes).

**Payment of Fees:** If the rental fee is not received by the specified date, this rental agreement is null and void. The total of any fines or other charges is due and payable to the Timber Oak Association within five (5) days of receiving the bill. If these fines or other charges are not paid within five (5) days of written request, then Timber Oak may pursue any legal recourse to recover said fees and renting Unit Owner agrees to pay all expenses of recovery including legal fees, court costs and reasonable attorney's fees.

**Noise Abatement:** Timber Oak is a residential community with many owners living near the clubhouse. The renting group is required to keep its noise at a reasonable level. The event must be contained within the interior of the clubhouse (great room and kitchen) and all doors must be kept shut to keep noise level down for those living near the clubhouse and to keep heated or cooled air in the building. Violations of this rule will result in a \$200 (minimum) fine.

**Initial:** \_\_\_\_\_

**Clean Up:** The renting Unit Owner is required to remove all items, especially alcohol, brought to the clubhouse upon leaving. Any items left will be removed and disposed of



and the renting Unit Owner will be charged for the above said services. Stains on the carpet that will require cleaning will be billed back to the renting Unit Owner.

**Initial:** \_\_\_\_\_

**Balloon Charge:** If you have helium balloons, please make sure they are tied up so you can remove them at the end of your function. Do not allow them to float up to the ceiling as they can damage the sprinkler system and/or set off the motion detector alarms after you leave. **Please note that you will be responsible to pay a fee of \$75.00 (at a minimum) to have balloons removed if required. Depending on circumstances, additional charges may be imposed.**

**Initial:** \_\_\_\_\_

**Cancellation:** The renting Unit Owner may cancel this Agreement any time prior to two weeks before the rental date by delivering written notice of cancellation to REI Property and Asset Management. The checks will be refunded except for any expense or commitments actually incurred in preparation for the rental. If a reservation is made within two weeks of the rental date, the rental fee will be non-refundable.

## Timber Oak Clubhouse

### Rules & Regulations

- 1) The Timber Oak Clubhouse is available for the recreation of all residents, Board functions, as well as private use of residents for social and/or recreational purposes. The clubhouse shall remain locked at all times and reservations will be arranged through the Clubhouse Committee or REI Property and Asset Management. In order to obtain access to the clubhouse, the user will be required to sign this agreement that shall include the following:
  - a) Private use of the clubhouse will be at a rate established by the Board, per event plus a security deposit. Any cost incurred by the Association for clean-up, or repair of any damage will be withheld from the deposit. Any costs that exceed the security deposit will be charged to the unit owner. The Clubhouse will be inspected before and after each use.
  - b) All users will be responsible for leaving the clubhouse the way it was found upon entering.
  - c) Examples include:

- Immediately removing all refuse, bathroom refuse included, and either transporting it back to your home for disposal or using the dumpster at the far end of the clubhouse parking lot. **The code to unlock the dumpster is 8400.**
  - Cleaning the floors (vacuuming rugs; sweeping or mopping tile floors if needed).
  - Wipe down all counters and sink in kitchen if used, and remove all food & beverages from the refrigerator and freezer, if used.
  - User will need to supply his/her own paper towels, garbage bag and cleaning supplies.
  - All furniture needs to be moved back into place. Please see the following page for a diagram of where all items are to be put back.
- 2) No alcoholic beverages are allowed to be served to minors at any function. Alcoholic beverages will not be served to any intoxicated person. The Unit Owner will assume all responsibility for serving liquor in the facility.
  - 3) There is an 11:30 PM curfew at all functions. The clubhouse is to be cleaned and locked up by 12:00 AM.
  - 4) Nothing may be used to attach decorations to any part of the clubhouse – interior or exterior (i.e. tacks, staples, pushpins or tape). Any clean-up costs or damage repairs will be billed back to the renting party.

*Once the agreement has be signed and payment has been received, REI will contact the owner the week of their rental to get them the necessary kitchen key, which needs to be returned after the party by dropping it in the gray drop box located in the hallway on the bulletin board.*

**Signed:**

\_\_\_\_\_  
**(by the Unit Owner)**

**Date:** \_\_\_\_\_

THE VILLAGES AT



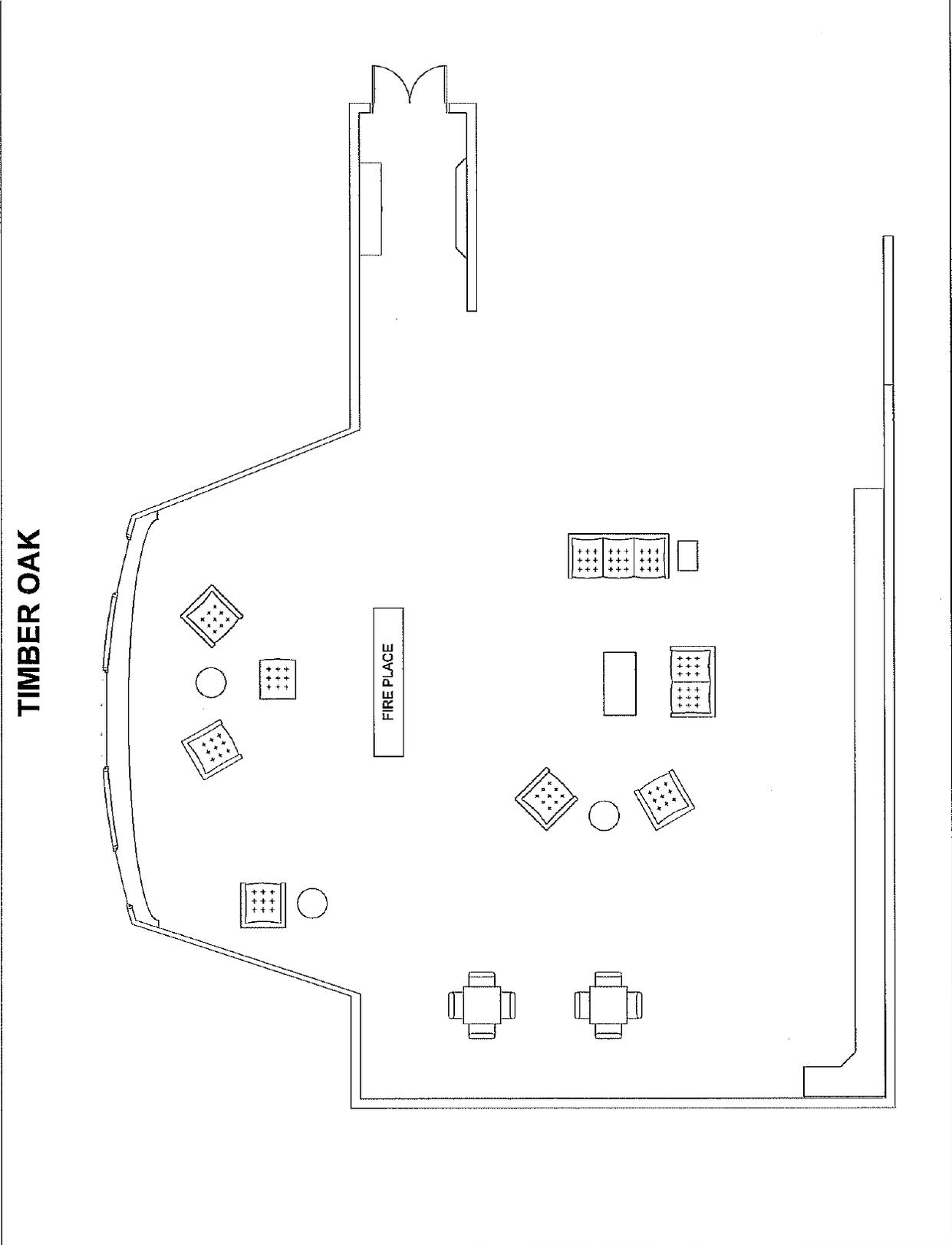
TIMBER OAK

**PLEASE RETURN RENTAL AGREEMENT AND RENTAL FEE TO:**

REI Property Management  
2A Ives Street  
Danbury, CT 06810



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**Your cooperation in keeping the clubhouse in good condition is greatly appreciated.**