

OAKWOOD HOMEOWNER'S ASSOCIATION

68 N. Cooper Street

Memphis, TN 38104

901-276-3607

Kathy.broadmoor@gmail.com

THE CLUB AT OAKWOOD RENTAL RULES

1. Clubhouse rental is for Oakwood owners and residents only. Owner and/or resident must be in good standing with no past due balance. Non-owner/Non-residents may not rent the clubhouse, nor can an owner rent the clubhouse for those not a member of the Oakwood Subdivision HOA.
2. The Oakwood HOA Board of Directors reserves the right to deny reservation of the Clubhouse at our sole discretion. Appeal of any such refusal shall be made to the Board of Directors.
3. Clubhouse functions must have adult supervision.
4. Clubhouse functions must be over by midnight.
5. NO live music without specific approval. No dancing without proper flooring.
6. NO SMOKING is permitted in the clubhouse, this includes the restrooms.
7. Clubhouse rental DOES NOT include use of the pool or pool deck. No pool parties – no exceptions.
8. Rental Fee is \$150 unless the activity is hosted by a committee or organization on behalf of Oakwood Subdivision then it is free.
9. Security Deposit is \$250, refundable if the Clubhouse is left undamaged and properly cleaned. The Host is responsible for their guests and must be present at all times, no exceptions.
10. NO RESERVATIONS CAN BE ACCEPTED OVER THE PHONE. You may call 901-276-3607 to inquire about open dates for rental, but the Rental Fee, Security Deposit and all properly completed paperwork (Rental Rules, Reservation Form and Release and Hold Harmless Agreement), and Certificate of Insurance, indicating \$1,000,000 in liability coverage, must be received at the Management Office to confirm reservation. Please contact Larry Edward Crum with Nationwide Insurance at 901-767-1975 to obtain the necessary certificate of insurance. You may also contact Eventsured.com/888-882-5902 for a possible alternative COI provider. Insurance is required if any type of liquor will be in the clubhouse.
11. Once your rental is approved you will be given a temporary rental code to unlock the front door. This code will only work on the day of your rental.
12. The Clubhouse must be left in the same condition as when rented in accordance with the Rental Cleanup Checklist (pg. 4). Cleanup provisions should be arranged prior to use as cleanup must be completed immediately after use. If we must clean up after rental a \$100 charge will be deducted from the security deposit (this does not

include carpet cleaning). A separate fee will be charged for carpet cleaning based on the actual cost to clean the carpet professionally. All disputes of proper cleanup will be decided by the HOA Board of Directors.

13. You will be emailed a door access code to allow entry into the clubhouse for your reserved days. Please tap the keypad so that it lights up, then enter your code and the # button. Upon exiting the building, please tap the keypad again and then hold the # button so that the door locks.

14. Any furniture or fixtures broken or damaged, or any damage to the interior or exterior of the building will be replaced or repaired by the renter of the clubhouse. The hoa is in the process of replacing the broken middle piece of the couch.

15. In case of emergency, call 911, then call one of the Board Members (available online).

16. The following items are available to use during your rental. Please be aware that they are subject to all terms and conditions of this Agreement:

TV & wifi	Sink with disposal	Dishwasher
2 Couches and 4 sitting chairs	Oven & Microwave	Gas Fireplace
Two 8' & four 6' Tables Rectangle	Refrigerator with ice maker	Restrooms
24 Folding & 25 stationary chairs	Cleaning supplies to clean up after yourself	

Anyone violating these rules will be banned from future rentals and/or functions. Any unpaid fees and/or damages will be added to HOA dues and late charges will incur.

SIGNATURE _____ Phone# _____ Date: _____

The Club at Oakwood

10133 Matwood Oak Drive
901-276-3607

RESERVATION FORM

The undersigned acknowledges that they are a resident of Oakwood Subdivision in good standing and have reserved The Club at Oakwood facility for their personal use on the date below. By signing this Agreement, the undersigned will be responsible for the exterior and interior of the Clubhouse, its grounds and parking lot, all contents including furniture, fixtures, and equipment and the behavior of any guests.

The Rental Fee of \$150.00 must be received one week before the date of the Agreement, along with a separate \$250.00 Security Deposit. In the event of cancellation, the rental fee or a portion thereof may be refunded at the Board of Directors discretion. The Security Deposit will be refunded in the event of cancellation.

Date and Time (hours needed) of Reservation: _____

Purpose: _____

Resident(s) Name: _____ Phone: _____

Address: _____

The following completed forms and payments must be received at Broadmoor Property Management before a Clubhouse reservation is confirmed:

1. The Club at Oakwood Rental Rules and Regulations (pg. 1)
2. The Club at Oakwood Reservation Form (pg. 2)
3. The Club at Oakwood Release and Hold Harmless Agreement (pg. 3)
4. \$150.00 Rental Fee (Non-refundable)
5. \$250.00 Security Deposit (refundable IF THE CLUBHOUSE IS UNDAMAGED AND CLEANED AS INDICATED ON THE RENTAL CLEANUP CHECKLIST (pg. 4)
Accord Insurance Certificate indicating \$1,000,000.00 liability coverage for the event.
Include the Oakwood Homeowner's Association, the Oakwood Board, and Broadmoor Property Management, LLC as "additional insured".

Make checks payable to: Oakwood Homeowners Association.

Mail all forms and checks to: Broadmoor Property Management, LLC, 68 N Cooper Street, Memphis, TN 38104. Forms may also be emailed to Kathy.broadmoor@gamil.com

SIGNATURE: _____ DATE: _____

Office Use Only:

Received this _____ day of _____, 2023.

THE CLUB AT OAKWOOD

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement is executed and delivered this _____ day of _____ 2023 by the undersigned ("First Party") to Oakwood Homeowner Association, Oakwood Joint Venture, NFC Ventures, and their respective principles and agents. (Collectively referred to hereafter as ("Second Party").

WITNESSETH:

Recitals: The First Party desires to use certain recreational and similar facilities owned and/or managed by Second Party, such facilities being described as follows:

The Club at Oakwood ("the Facility"). As a condition to permitting the use of the Facility, First Party has agreed to execute and deliver this Release and Hold Harmless Agreement to the Second Party.

NOW THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the First Party, for itself and its heirs, successors, assigns and legal representatives and for and on behalf of any person either invited or permitted by First Party to the Facility, does hereby release, acquit and discharge the Second Party, its officers, directors, owners, members, agents and employees, from any and all liabilities, claims, demands, judgements, or damages, however occurring, which arise out of or in connection with or which are in any way related to the First Party's use of the Facility.

To the fullest extent permitted by applicable law, the foregoing release, indemnity and hold harmless agreement shall be effective notwithstanding any claim or determination that Second Party or any officer, director, owner, member, or agent or employee has or may have been negligent in the ownership, use or operation of the Facility excepting only the gross negligence or intentional wrongdoing of the Second Party.

This Release and Hold Harmless Agreement shall inure to the benefit of the Second Party and its officers, directors, owners, members, agents and employees and shall be binding upon the First Party and its successors and assigns.

IN WITNESS WHEREOF, this Release and Hold Harmless Agreement has been executed and delivered on the day and year first above written.

First Party: _____

Office Use Only :

Received this _____ day of _____, 2022.

Rental Cleanup Checklist

In order to have your security deposit returned to you, you must acknowledge and sign that you have inspected the clubhouse and followed proper procedure at the end of your rental period.

This form must be returned along with any key(s), either to a board member or in the drop box, as Instructed.

___ All personal or rented tables, chairs, decorations, and belongings must be removed from the premises.

___ Interior and Exterior as clean as it was at the start of the rental.

___ All restrooms, counters, sinks and floors wiped down and/or swept.

___ Carpet must be vacuumed and free of stains. Stains must be removed by the renter.

___ Microwave, oven, sink, and kitchen are cleaned thoroughly.

___ All items belonging to renter and guests are removed from refrigerator and dishwasher.

___ Furniture and Décor returned to its appropriate placement.

___ All food and trash removed from inside the clubhouse and placed in trash dumpster(s) outside. Any cigarette butts and trash picked up outside the clubhouse.

___ Oakwood tables and chairs must be stacked neatly, inside the closet at reasonable heights as shown on the Diagram inside the storage closet.

___ Cancel any override setting on the two thermostat units.

___ Side and front doors locked with keypad and alarm turned on.

___ All 3 remotes are accounted for.

By signing below, I acknowledge having followed the appropriate steps, as listed in the checklist above, to restore the clubhouse to its original condition after my rental. I also understand that signing this document does not indicate any guarantees by Oakwood HOA that I may or may not receive a refunded deposit, in whole or in part, pursuant to the Oakwood Clubhouse Rental Rules, and that I will be responsible for any damages or uncleanliness in the clubhouse as a result of my event, rental, or guest.

Resident Name (printed)

Phone

Signature & Date