

Doverbrook Estates Condominiums
50 Doverbrook Road - Chicopee, MA 01020
Phone 413-593-5515 Fax 413-593-5524
www.doverbrookestates.com

CLUBHOUSE RENTAL APPLICATION

All 5 pages must be filled out signed in designated areas & returned to office.

Date _____ Military ID _____

Unit Owner _____

Tenant (U.O Approved) _____

Address _____

Phone - Home _____ City _____

Type of Function _____

Number of Guests _____ (not to exceed 75) Date of Function _____

Circle One 8:00am to 5:00pm or 5:00pm to 12:00am

The Clubhouse may be rented twice in one day, if it is and you have it from 8:00am to 5:00pm the clubhouse must be cleaned and all parties must be out of clubhouse by 5:00pm sharp to accommodate the 2nd rental at 5:00pm. NO EXCEPTIONS.

Alcohol Served _____ Yes or _____ No

Will you be using an outside contractor at this event (i.e., DJ, Caterer) _____ Yes or _____ No

If yes, please provide the following information:

Business Name _____

Contact Person: _____ Phone _____

Address _____ City _____

ST _____ Zip _____

Deposit Check (\$75.00) _____ Security Deposit Check (\$200.00) _____

Total Received _____ Account Cleared _____

We cannot hold the clubhouse without both checks.
Rentals are on a first come first serve basis.

GENERAL PROVISIONS All pages must be signed or initialed

1. Only Doverbrook Estates Condominium Unit Owners shall have the right to reserve and use the clubhouse. Tenants must have Unit Owner Approval to rent Clubhouse. If a Tenant rents the Clubhouse and does not adhere to all the rules the Unit Owner will be responsible for any damages.
2. The Unit Owners will be required to execute this Rental Application as well as the Exhibits attached hereto and incorporated herewith.
3. In addition to any and all costs set forth in the Rental Agreement, the Unit Owner shall be held responsible for the use of a security guard for any evening function, if one is required by the Association.
4. The Association will contract with said security guard at the Unit Owner's expense and said Unit Owner will pay in advance said fee for said guard.
5. Any request for use of the clubhouse should be made at least thirty (30) days in advance.
6. All music from any Rental Application will be turned off at 11:00 PM and all functions will end as set forth in the Rental Application on or before 12:00 midnight.
7. **POSITIVELY NO TAPE, NAILS OR PUSH PINS ARE ALLOWED ON THE WALLS, MOLDING OR CEILING.** If you fail to report any damages, future reports or inspections by Association staff may result in the withholding of your security deposit and any needed repairs or services will be deducted from the security deposit.

RENTAL AGREEMENT

1. I understand that the clubhouse is a "non-smoking" facility. I agree to prohibit my guests from smoking inside the clubhouse and if my guests are smokers, I will advise them to smoke outside by the main entrance and dispose of their cigarettes/cigars appropriately.
2. I will control my guests and direct their parking to designated spaces in front of tennis courts and on even sides of the streets. I will advise my guests that the Association has a "sweep towing" policy, and that all illegally parked vehicles are subject to tow. I further agree to pay the fine imposed on me as a result of any of my guests' failure to comply with the parking rules. **PLEASE NOTE: THERE IS TO BE NO PARKING IN FRONT OF GARAGES AND OR BLOCKING GARAGES.**
3. I understand that the use of the clubhouse is strictly for the personal, noncommercial use of the Doverbrook Estates Homeowners and that a homeowner of record will be present at all times during the function.
4. I will guarantee that no alcoholic beverages will be sold and that no alcoholic beverages will be served to or consumed by persons less than 21 years of age in the clubhouse or on Association property.
5. I accept that the Board of Trustees may determine (because of the type of function, quality of guests or use of alcoholic beverages) that I must pay for a police officer or other responsible person to be present on behalf of the Association for traffic control and safety, and that this expense, after application approval, will become part of my pre-paid deposit and will be nonrefundable. If such a decision is made by the Board, I will be notified in writing. Rental of the clubhouse is contingent upon this requirement.

Please initial each page

6. I agree to pay a non-refundable rental fee of \$75.00 for one half day, after application approval, in addition to a security deposit of \$200.00, from either 8:00 AM until 5:00 PM, or from 5:00 PM to 12 midnight. I understand that the rental time includes all the time I will be allowed to take control of the public areas of the clubhouse (the offices are not accessible). I will set up and clean up the clubhouse with my own materials during that time. I will remove all refuse to my unit for disposal. **ALL TRASH MUST BE REMOVED!**
7. I understand that the Association has the right to cancel the function if it is determined that the function is not as represented in this application, or if the Association's interests are impaired by the commencement or continuation of the function.
8. I understand that the rental does not include pool, office and/or tennis court access and that I will control my guests so as not to interfere with or use those facilities. I agree to contain my guests within the clubhouse.
9. If you are renting the hall immediately following a previous rental (e.g. Saturday morning after a Friday evening rental; Saturday afternoon following a Saturday morning rental, etc.) you must notify the office immediately of any damages or issues you observe/witness from a previous rental. Call the main office number (413) 593-5515 and leave a message in the general mailbox (Not the emergency mailbox) no later than one hour after your rental agreement begins. All calls will be logged and reviewed to avoid mistakenly associating any damage to you and your party and charging it against your security deposit. If you fail to report damages, future reports or inspections by Association staff may result in the withholding of your security deposit and any needed repairs of services charged to it.
10. If the clubhouse is not reasonably in the same condition as when rented, my security deposit will be withheld to defray any expenses or repairs. Any additional costs will be billed to me, and I agree to pay the same within fifteen (15) days. Failure to pay any additional sums hereunder shall constitute a common area expense, and shall be collectable pursuant to M.G.L. c. 183A, as if the same is a common area expense, with all the rights and remedies associated with the same. This shall include any additional costs hereunder, as well as fees and fines. Further, I understand that I will be billed attorney's fees and the costs of any collection associated with the same and those fees in addition to the above, shall constitute a common area expense, and be collectable pursuant to M.G.L.c. 183A as set forth above. I further understand and agree that this is not a security deposit pursuant to M.G.L.c 186 §15B and that said laws are inapplicable regarding the same.
11. I understand that all fees and fines must be current for this application to be considered.
12. I agree to comply with all municipal regulations and will be sure that all main exits are unlocked at all times during the time of my function, and agree to be sure all doors are locked at the end of my function.
13. I agree to assume full responsibility and liability for the actions of my guests and contractors in the conduct of this function. If this application is approved, I agree to relieve Doverbrook Estates Condominium Association from any liability associated with the conduct of this function.
14. I have read, understand and agree to comply with the general rules and regulations of the Doverbrook Estates Condominium Association and the specific rules for rental of the clubhouse contained in this Agreement. I agree to assume full responsibility for my guests during their presence on Association property, including financial responsibility for any damage to property or persons as a result of this function.
15. I understand that, as hereunder, the term "Doverbrook Estates Condominium Association" shall include the Condominium Association and all its agents, servants and/or personnel, including the property management company and all unit owners.
16. Additionally, I understand that the telephone is available for emergency use only. I understand that I will be responsible for the cost of any long distance calls made by myself and/or my guests.

Please Initial Each Page _____

17. Further, I understand that the Board has the right to request additional conditions as set forth hereunder, as well as a request to have each and every individual who will utilize the property, execute the Waiver and Release attached hereto as "Exhibit 1".

18. I agree to indemnify and hold harmless the Doverbrook Estates Condominium Association from and against all loss, liability judgments, claims, demands, damages or expense, of every kind or nature, including, without limitation, court costs and attorney's fees resulting or arising, directly or indirectly, from any claim made against the Doverbrook Estates Condominium Association, including any claim based upon statutory, contractual, tort or other liability caused or claimed to have been caused by active or inactive negligence, or other breach of duty by the Doverbrook Estates Condominium Association.

19. This Agreement is intended to take effect as a sealed instrument, and shall inure to the benefit of the Condominium Association and its successors and assigns and shall be binding upon the undersigned, their heirs, executors, administrators and other legal representatives, successors and assigns of the undersigned.

20. This Agreement shall take effect as a signed contractual agreement when executed by the Board of Trustees of the Doverbrook Estates Condominium Association as set forth below.

You have read, understand and agree to comply with the Rental Agreement and the governing documents of the Doverbrook Condominium Association. You agree to assume full responsibility for your guests during their presence on Association property including financial responsibility for any damage to property or persons as the result of this function.

You further understand the Board of Trustees have the right to request additional conditions as well as, request to have each and every individual who will utilize the property, execute the Waiver and Release (Exhibit 1).

This Agreement is intended to take effect as a sealed instrument, and shall inure to the benefit of the Condominium Association and its successors and assigns and shall be binding upon the undersigned, their heirs, executors, administrators and other legal representatives, successors and assigns of the undersigned.

This Agreement shall take effect as a signed contractual agreement when executed by the Board of Trustee of Doverbrook Estates Condominium Association as set forth below.

Unit Owners Signature

Date

Tenant (With Unit Owner Approval)

Date

Trustee

Date of Approval

Property Manager

Date of Approval

WAIVER AND RELEASE

The undersigned agrees to indemnify and hold harmless the Board of Trustees of the Doverbrook Estates Condominium Association, their agents, servants and/or employees, including the property management company, and all condominium unit owners and their lessees, from and against all liability, damage, loss, claim, demands and action on account of personal injury, illness, (including Covid-19), death, property loss, and any claims brought by the undersigned against any of the above entities and/or individuals, based upon statutory, contractual, tort or other liability, costs claimed to have been caused by active or inactive negligence or other breach of duty by the above parties, their agents, servants and/or employees, including the property management company.

This included, but not limited to, the use by the undersigned of the Clubhouse facilities and all common areas associated with the same in the participation by the undersigned, in any activities conducted in said facility.

The following shall also constitute a release and waiver of any harm or liability associated with the above.

This document shall take effect as a sealed instrument and shall inure to the benefit of the Doverbrook Estates Condominium Association, its agents, servants and/or employees including its property management company and all condominium unit owners and their lessees, as well as their successors and assigns and shall be binding upon the undersigned and their heirs, executors, administrators and other legal representatives, successors and assigns of the undersigned.

Unit Owner Signature

Date

Tenant (With Unit Owner Approval) Signature

Date

Contractor /Business Signature

Date

All Pages must be signed or initialed and returned with application