

COUNTRY CLUB ESTATES

CLUBHOUSE USAGE APPLICATION

I am requesting the use of the clubhouse on _____. I understand this request will activate my keycard for the Clubhouse front door from 7:00 a.m. to 11:00 p.m. My keycard will allow me to enter as many times as I desire during this period.

I am requesting that the front door be unlocked for my event from _____ AM to _____ PM and I agree to be present as long as the building is occupied by my guests and/or the door is unlocked. If my event ends before the closing time, I will call Bill Thomas at 812-786-1148 or Marvin Crone at 502-500-5719 to relock the door, understanding that I need to be present until the door is locked.

I also agree that I will assume full responsibility for the conduct of my guests and agree that damage to the facility or its contents that may be caused by me or my guests is my responsibility and agree to personally pay the actual cost of cleaning or damage if it exceeds the normal amount of time for such cleaning.

The number of guests expected is approximately _____ (Not to exceed 60).

I agree that if liquor is served, it shall not be served to underage guests and not be sold to any guest.

I agree that if musical entertainment is provided, it shall remain within the clubhouse and that the doors will remain closed.

I have signed and given to the property manager a Waiver and Release of claims and assumption of risk.

I acknowledge the right of the Board of Directors or their designate to make any and all judgements regarding damage, excessive noise and/or disturbances or any infractions of the policies and procedures as outlined in Section 9 of the Rules and Regulations with respect to the use on the date as requested above and any future date.

I acknowledge that I received, read and agree to the attached pages from the CCE HOA Rules and Regulations regarding the use of the CCE Clubhouse (Section 9 and Section 10).

The resident user fee of \$125 (which includes cleaning by HOA cleaning contractor) is required to reserve the Clubhouse. And a check for the fee, along with this application and waiver should be sent to the address below. Make checks payable to Country Club Estates HOA and return to Cornerstone Property Management, 8003 Lyndon Centre Way, Suite 101, Louisville, Ky.40222.

Signature of Resident

Date

Printed Resident Name

Address and Phone #

SECTION 9: Clubhouse Rules

- 9.1 The number of guests which the Owners or Residents may have for the purpose of entertaining at the Clubhouse is limited to 60. However, the reserving Owner or Resident MUST be present for all activities. No Owner or Resident is to give their keycard to anyone.
- 9.2 Clubhouse hours are from 7:00 a.m. to 11:00 p.m.
- 9.3 Owner or Resident are always responsible for their guests and are always responsible for any damage that they and/or their guests cause.
- 9.4 Serving alcohol is not permitted unless the Owner or Resident has on file with the Board of Directors a Waiver and Release of All Claims and Assumption of Risk.
- 9.5 No smoking is allowed in the Clubhouse. No dogs or cats or any type of animals except Certified Service Animal are allowed in the Clubhouse. Do not come into the Clubhouse in wet bathing suits.
- 9.6 Do not use plastic or glass cups or glasses. Use Styrofoam cups as they don't sweat and won't leave rings on the wooden tables. Please make sure to use coasters that are provided at the Clubhouse.
- 9.7 If you have to move furniture, lift it. Do not slide on carpet. Put furniture back in place before leaving. Put all chairs, tables and anything else that was used out of the storage room back into the storage room. Make sure everything is away from the furnace.
- 9.8 Do not use tape, Velcro, stick pins or tacks to hang anything on the walls or window glass such as banners, ribbons, balloons, etc.
- 9.9 Items are not to be placed in the Clubhouse prior to the day of reservation.
- 9.10 It is the responsibility of the Owner or Resident to return the Clubhouse to the same or better condition as required by this document and as posted.
- 9.11 When an Owner or Resident uses the Clubhouse, they are responsible for cleaning up major messes and emptying all trash containers.
- 9.12 Wash the towels and dishcloths if they are the ones supplied by the Clubhouse. Upon returning place in black mailbox on left wall outside front clubhouse door.
- 9.13 Please be aware that the use of "glitter" creates a difficult cleanup that requires special attention to vacuuming. Leaving the carpet and furniture with glitter may subject the resident to additional fees.

- 9.14 Do not leave anything at the Clubhouse after you have rented it, such as unused cups, plates, napkins, sugar, creamer, condiments, decorations, or any food in the refrigerator.
- 9.15 Make sure that when leaving the thermostats are set to 67 degrees in the winter and 78 degrees in the summer.
- 9.16 Make sure all lights are out and all doors are locked before leaving.
- 9.17 Items that are broken or damaged must be reported, replaced/repared by the Owner or Resident. Failure to repair or replace damaged items WILL result in assessments upon your account and may also result in suspension of privileges.
- 9.18 Any Owner or Resident violating the above rules is subject to suspension of use of the Clubhouse by the Board of Directors, after notice as per Section 6 of this document.

SECTION 10: CLUBHOUSE RESERVATIONS

- 10.1 The contact for Clubhouse reservations is Cornerstone Property Management (502) 384-9012.
- 10.2 Fees for Clubhouse Reservations are set by the Board of Directors each year. If you reserve the Clubhouse and decide to cancel your reservation (five days or earlier notice) your fee will be refunded providing all the requirements of Section 9 have been met. Checks should be made payable to Country Club Estates HOA and mailed to Cornerstone Property Management, 8003 Lyndon Centre Way, Suite 101, Louisville, Ky. 40222.
- 10.3 Reservations are taken on a first-come, first-served basis (except for specified holidays). If more than one person wants to use the Clubhouse, they have the option of being "wait-listed" in the event the first person to reserve cancels their reservation.
- 10.4 Reservations on a holiday will not be accepted more than 6 months in advance.
- 10.5 The Clubhouse may not be reserved on consecutive days without Board of Director's approval.
- 10.6 To provide an equal opportunity for the Owners and Residents to reserve the Clubhouse for holidays, a drawing will be held 90 days before each holiday.
- 10.7 Holidays are: New Year's Day, Easter, Mother's Day, Memorial Day, Father's Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve, Christmas day, New Year's Eve.

- 10.8 Call or e-mail the request in order to place your name in the drawing 90 days prior to the holiday.
- 10.9 The winner of the drawing will pay the reservation fee to confirm the reservation.
- 10.10 The Clubhouse is for the use and enjoyment of Owner(s), Resident(s), and their guest, Reservations for "Open to the public" sales and events are prohibited.

Reservation of Clubhouse DOES NOT INCLUDE exclusive use of POOL.

**COUNTRY CLUB ESTATES HOMEOWNERS ASSOCIATION POOL AND CLUBHOUSE MEMBERSHIP
WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK**

Please read this form carefully and be aware that utilizing the Country Club Estates Homeowners Association, Inc. ("Country Club Estates") swimming pool, clubhouse, and its amenities and furnishings (collectively, the "Pool"), you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you, your family members, and your guests might sustain as a result of utilizing the Pool.

DISCLAIMER CLAUSE

Country Club Estates, its agents, management, and board members are not responsible for any injury, loss, or damage of any kind sustained by any person while utilizing the swimming pool and pool amenities, including injury, loss or damage which might be caused by the negligence of Country Club Estates, or its agents, management or board members.

DESCRIPTION OF RISKS

I recognize and acknowledge that there are certain dangers and risks of physical injury while swimming.

I voluntarily agree to assume the full risk of any and all injuries, damages, or loss, regardless of severity, that I, my family or my guests may sustain as a result of using the Pool amenities. I further agree to waive and relinquish all claims I, my family and my guests may have as a result of using the Pool against Country Club Estates, its agents, management, or board members.

INDEMNIFICATION AND RELEASE OF LIABILITY

In return for Country Club Estates allowing me to voluntarily use its Pool, I agree:

1. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with or related to my use of the Pool even though such risks may have been caused by Country Club Estates.

2. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I, my family, or my guests may sustain while using the Pool, even though such injury, loss or damage may have been caused by the negligence of country Club Estates, its agents, management, board members, or members.

3. TO INDEMNIFY AND HOLD HARMLESS the Country Club Estates, its agents, management, board members, or members from any and all claims, demands, actions and costs which might arise out of my use of the Pool, even though such claims, demands, actions, and costs may have been caused by the negligence of the Country Club Estates, its agents, management, board members, or members.

I understand and agree that this Agreement will have the effect of releasing, discharging, waiving, and forever relinquishing any and all actions or causes of action that I may have or have had, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of my use of the Pool. This Release constitutes a complete release, discharge and waiver of any and all actions or causes of action against Country Club Estates, its agents, management, board members, or members,

I understand and agree that this Agreement applies to personal injury, or wrongful death which I, my family members, or my guests may suffer, even if it is caused by the negligent acts or omissions of others.

I understand and agree that by signing this Agreement, I am assuming full responsibility for any and all risk of death or personal injury to me, my family members or my guests while utilizing the Pool.

I understand and agree that this Agreement will be binding on me, my family members, my personal representatives, my assigns, and any guardian for family children.

I understand and agree that by signing this Agreement, I am agreeing to release, indemnify and hold the Country Club Estates, its agents, management, board members, or members harmless from any and all liability or costs, including attorneys' fees, associated with or arising from my use of the Pool.,

I UNDERSTAND THAT THIS IS A LEGAL AGREEMENT. It is binding upon me as well as upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

I have read and voluntarily sign this release and waiver of liability and indemnity agreement, on behalf of myself and any representatives, heirs and next of kin.

Signature (must be over 18 years of age)

Printed name

Signature (must be over 18 years of age)

Printed name

Address

Date