

***Clubhouse Reservation and Use Agreement
Foxboro Coventry Homeowners Association, Inc.***

Application for use of the Foxboro Coventry Towns clubhouse (the "Clubhouse") by owners of condominium units at Foxboro Coventry Towns (each, an "Owner") will be considered on a first come, first served basis. **Only an Owner may reserve the Clubhouse – tenants may not reserve the Clubhouse.** The Clubhouse may be reserved any day of the week between 8 a.m. and 10 p.m. by submitting a completed application, signed by an Owner, together with payment of a deposit in the amount of \$100.00, the deposit being refundable only if the Clubhouse is left clean and undamaged. The Management Committee of Foxboro Coventry Towns Homeowners Association, Inc. (the "Association") is responsible to approve applications and to assess charges for clean up or damage repair. An Owner reserving the Clubhouse may – upon availability – use the Clubhouse grounds and other amenities during the hours reserved. Please note, however, that a reservation of the Clubhouse does not include exclusive use of the gym facility.

Applications for reservation must be made at least 72 hours in advance of the requested reservation date. Reservation dates/times may be requested by e-mail and will be held pending payment of the deposit and submission of the application for 48 hours only. Applications and reservations will not be held or considered valid until full payment of the deposit is received by the Management Committee. The deposit must be paid in the form of a check made payable to Foxboro Coventry Towns Homeowners Association, Inc. The deposit check will be destroyed – or returned to you, as requested (check box below), provided no cleaning and/or damage charges are assessed by the Management Committee.

No Owner or any other person may use the Clubhouse for any commercial or business purpose, including the sale of goods or services. The maximum number of people who can be in the Clubhouse at any given time is 50. While using the Clubhouse, Owners and guests must comply with all applicable laws (including but not limited to laws regarding the serving of alcoholic beverages and city ordinances regarding noise). Children using the Clubhouse must be supervised by a responsible adult at all times. No use of the Clubhouse may violate any of the provisions of the Declaration or of the rules and regulations of the Association, including rules and regulations relating to parking. The Management Committee may impose reasonable conditions on the use of the Clubhouse. Violations of applicable law, Association rules and regulations, or any conditions imposed by the Management Committee by an Owner or the Owner's guests while using the Clubhouse will result in a suspension of the Owner's right to reserve the Clubhouse for a period of time to be determined by the Management Committee.

The Owner reserving the Clubhouse is responsible for cleaning the Clubhouse after it is used, and the Owner must bring his/her own cleaning supplies. No cleaning supplies of the Association will be available for an Owner's use. **If an Owner or the Owner's guests damage the clubhouse or leave it in an unacceptable condition, the Owner will be responsible for the full cost of repairs and cleaning,** and shall pay such costs to the Association upon demand. If the Owner fails to do so, the amount owed shall constitute an assessment under the Declaration of Condominium of Foxboro Coventry Towns ("Declaration"), and a lien against the Owner's condominium unit.

Agreement of Applicant

As an **Owner** of a condominium unit at Foxboro Coventry Towns, I hereby request an exclusive use reservation for the Clubhouse during the hours of _____ to _____ on the ____ day of _____, 20__.

I have read the foregoing Reservation and Use Agreement and agree to its terms and conditions. As a condition to my use of the Clubhouse, and in consideration of such use, I further agree as follows:

1. My use of the Clubhouse shall be undertaken at my own risk, and neither the Association nor its directors, officers, agents and representatives shall have any liability whatsoever to me or to any other person for any injuries, losses, property damage, or claims arising out of or resulting from the use of the Clubhouse by me or my guests.

2. I hereby irrevocably and absolutely waive and release any and all claims I might assert against the Association and its directors, officers, members, agents and representatives arising out of or resulting from the use of the Clubhouse by me and my guests, including but not limited to any claim arising out of or resulting from the condition of the Clubhouse and/or the condition of all personal property of the Association located therein.

3. I shall indemnify, defend, and hold harmless the Association and its directors, officers, members, agents and representatives from and against any and all liabilities, claims, losses, judgments, damages, expenses and costs, including without limitation all attorneys' fees and costs, incurred by the Association in connection with, arising out of, or resulting from the use of the Clubhouse by me and my guests and invitees, except to the extent that such liabilities, claims, losses, judgments, damages, expenses and costs are the result of the gross negligence or willful misconduct of the Association.

Applicant

Name: _____

Address: _____ **Phone No:** _____

Requested disposition of deposit check: Destroy Check / Return Check (circle one)

Office Use Only				
Check	Amt:	Recv By:	Date:	Committee Approval:
# _____	_____	_____	_____	_____