

**FACILITY RENTAL POLICIES AND PROCEDURES**

1. Bear's Den, Bear's Cave, Patio Covered Pool Areas and the Pavilion located outside at the back of the Bear's Den (hereafter called the "Clubhouse") are available for private functions by advance reservation, not to exceed sixty (60) days in advance of the event for Homeowners of Record/Tenant only and their guests. The Homeowner signing the reservation agreement must be in attendance at all times. Availability is on a "First Come First Serve Basis."
2. The only area that can be reserved for a private function is the Bear's Den, Bear's Cave, Patio Covered Pool Areas and the Pavilion located outside at the back of the Bear's Den. The cardio room, spa and tennis court areas may not be reserved without Board approval.
3. Availability dates for the Clubhouse will be at the sole discretion of the Board of Directors, and the Board may adopt a policy to limit availability. Hours of Availability: Sunday through Thursday 7:00 a.m. – 10:00 p.m. (includes clean up time).
4. Minors under eighteen (18) years of age must be accompanied and chaperoned by the Homeowner of Record who reserved the Clubhouse.
5. Functions involving solicitation and illegal substances, as well as subleasing is strictly prohibited.
6. If you wish to reserve the pool for a party/gather and your party consists of more than ten (10) children under the age of eighteen (18), a Lifeguard will need to be contracted by the Applicant/Homeowner or Tenant. A copy of the Lifeguard ID card and insurance must be provided to Management Staff five (5) days prior to the event. This permission will allow a member to reserve the use of the pool on a weekday or weekend any time before 1:00 p.m. for a minimum of two (2) hours.
7. Alcohol is permitted under the following conditions:
  - a) Homeowner of Record/Tenant must carry insurance of \$1,000,000.00 and name Bear Creek Master Association as additional insured on such policy. The proof of the insurance must be presented to the on-site Property Management office prior to the start of the function.
  - b) Insure that no minor or intoxicated person will be served alcohol.
  - c) \$500.00 Refundable Security Deposit (if all conditions of Agreement are met).

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# BEAR CREEK

Bear Creek Master Association

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8. A maximum of fifty (50) individuals will be allowed at private functions in the Bear's Den. Note: the use of the Pavilion at the back of the Bear's Den when guests exceed the maximum capacity of the Bear's Den. Maximum of twelve (12) individuals will be allowed at the private functions in the Bear's Cave.
9. Within two (2) business days of any verbal reservation, a signed copy of the Policies and Procedures and Reservation Agreement must be completed and delivered to the HOA office along with the separate checks for any fees and deposits made payable to the Bear Creek Master Association. Fees and deposits are as follows:
  - Facility Use Fee: \$75.00 – a non-refundable use fee is required for all rentals, except authorized Bear Creek Residents-only events.
  - Security Deposit:
    - \$250.00 – security deposit for the Bear's Den - refundable if all conditions of the Rental Agreement are met.
    - \$500.00 – security deposit for the Bear's Den if serving alcohol – refundable if all conditions of the Rental Agreement are met.
    - \$150.00 – security deposit for the Bear's Cave - refundable if all conditions of the Rental Agreement are met.
10. Decorations must not discolor or damage walls and furnishings. Only masking tape which does not damage any wall and/or furnishings will be permitted to fasten decorations. All decorations must be removed, including tape.
11. Any spill/stain to furniture or floors must be cleaned immediately. Stains noted at inspection will result in an automatic cleaning fee of \$35.00 per hour being deducted from the security deposit. Any additional amount needed for extra cleaning, repair or replacement will be deducted or assessed to the owner. All Homeowners of Record/Tenants renting the facility will be expected to bring their own supplies, i.e. vacuum, mop, paper towels, etc. in order to leave the facility clean.
12. If a Homeowner of Record/Tenant in any way caused a disturbance to other residents, or allows misuse of the building facilities, may be fined and denied use of the Clubhouse in the future.
13. Clubhouse rules will be strictly enforced. Violation of any of the Rules may result in forfeiture of the deposit at the discretion of the Board of Directors and/or additional fines.
14. Tenants may reserve the Clubhouse for their use and abide by the same rules as the Homeowner of Record.

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15. Board of Directors meetings, Sub-Association meetings, Committee meetings, and Association functions have preference over the reservations.
16. No smoking inside the Clubhouse or Restroom facilities.
17. The following items must be completed in a satisfactory manner prior to the security deposit being returned:
  - a. ALL GARBAGE MUST BE BAGGED AND TIED AND REMOVED FROM THE CLUBHOUSE AND TAKEN TO THE DUMPSTER IN PARKING LOT.
  - b. Turn off all appliances except the refrigerator.
  - c. Any extra items brought in must be taken out of the Clubhouse. No items are to be left in the refrigerator or freezer and it shall be cleaned of any spills and/or food stains.
  - d. Replace all furniture to its original location.
  - e. Floors are to be mopped thoroughly in meeting room and kitchen area.
  - f. Counters are to be wiped down and all sinks cleaned.
18. Dues must be current and owner must be in good standings to reserve the Bear's Den or Bear's Cave.
19. Bear Creek Resident-only groups and Recurring Events will be allowed to rent the Bear's Den and Pavilion at no charge providing there are no other paying events scheduled. For Recurring Events, if a paying resident shall wish to rent the facility, the non-paying Resident-Only group will be asked to relocate their activity for the one event. Bear Creek Resident-Only groups will still be required to provide a \$250.00 deposit and will need to re-apply and post a new deposit every 90 days. Resident-Only groups will also be required to provide a list of the residents in the group. Any clean-up fees from the scheduled group activity will be taken from the deposit. All other rules regarding Facility use will apply, including a larger deposit of \$500.00 and proof of insurance if alcohol is served at the activity.

**I hereby agree to all provisions within this Agreement and understand that I am responsible for the condition of the Clubhouse.**

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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**FACILITY RENTAL APPLICATION**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone 1: \_\_\_\_\_ Phone 2: \_\_\_\_\_

Date Reserved: \_\_\_\_\_ Time: Start \_\_\_\_\_ Finish \_\_\_\_\_

Type of Event: \_\_\_\_\_ Number of Guests \_\_\_\_\_

Event Insurance Required:  Yes (only if alcohol is served)  No

Facility Use Fee: \$75.00 – A non-refundable use fee is required for all rentals.

Security Deposit: \$250.00 – Refundable if all conditions of Rental Agreement are met. To be replaced every 90 days if recurring Bear Creek Residents-Only event.

\$500.00 – If serving alcohol. Refundable if all conditions of Rental Agreement are met.

Bear's Cave: \$150.00 – Refundable deposit for Bear's Cave only. Refundable if all conditions of Rental Agreement are met. To be replaced every 90 days if recurring Bear Creek Residents- Only event.

Please enclose a check for both the Facility Use Fee and the noted Security Deposit amount, payable to Bear Creek Master Association.

\_\_\_\_\_  
Homeowner Signature

\_\_\_\_\_  
Date

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**Bear Creek Master Homeowners**

Re: Additional Insurance Coverage

If you are unable to obtain a rider for additional insurance coverage by naming the Bear Creek Master Association as additional insured, please contact the company below.

RV Nucio Insurance  
800-567-2685  
Or go online at [rvnucio.com](http://rvnucio.com)

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**DO NOT WRITE BELOW – OFFICIAL USE ONLY**

Date of Inspection: \_\_\_\_\_

Condition of Clubhouse after facility rental:

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Return Security Deposit: Yes \_\_\_ Amount: \_\_\_\_\_ No \_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_