

Traverse Mountain Grand Hall and Activity Rooms Rules and Regulations

Traverse Mountain Master Association (TMMA) - Revised May 2017

This is a family-oriented facility and proper conduct should be adhered to so that we may provide a family atmosphere for those in attendance. The Grand Hall and Activity Rooms are for TMMA residents only and reservations will not be open to the public.

1. Membership/Residence. All activities must be approved by the HOA management.

Membership/Residence is determined to be the Property/Home Owner; however, if the residence is leased, Lessor has the right to relinquish membership to Lessee for the privileges of using the clubhouse facilities. Owner is still responsible for payment of assessments.

Authorized Family Members; The clubhouse facilities will be reserved for TMMA residents only. (See #1: Membership Residence). The resident **must host and be present at all times** at the function to qualify for reservation, which may include persons permanently residing in the home, in good standing and immediate family only. Each such authorized person is subject to all of the terms, provisions, conditions, covenants, rights, privileges, duties and obligations set forth in the governing documents, TMMA reservation Agreement or Contract and these rules. Unless the context clearly requires otherwise, the term Resident herein will include **Home Owner unless Lessor relinquishes resident status to Lessee for purpose to the use of the clubhouse facilities.**

Member non-immediate family use: Events hosted by a TMMA resident (See #1: Membership Residence) may be approved on a case by case basis if the following regulations are met.

- The host Resident must make the reservation request, sign all the reservation agreements and be present at all times at the function to qualify for reservation.
- Rooms will NOT be used for personal financial purposes. There cannot be any financial gain during a function. (i.e. guests cannot be charged to attend) The sale of items is prohibited during any function.
- Liability insurance WILL be required for every function under this category.
- Functions under this category will also be assessed an additional fee, see fee schedules below.

Traverse Mountain HOA Sponsored Events: TMMA HOA board reserves the right to sponsor community events including but not limited to outside organizations through local members. (i.e. group parties for each neighborhood, TMMA bingo night, TMMA Christmas activity, etc.)

2. Grand Hall

Hours of Operation: 9 am to 11:00 pm

Occupancy: 189 persons

Set up: Event set up shall be done the day of the reservation. Residents may be allowed to use the facility for set-up during regular office hours 9am – 5 pm Monday – Friday at no charge ONLY if there is no function scheduled the previous day. Must be coordinated with the building manager. Set up after 5 pm if there is no function the night before may be scheduled for a minimum cost of \$50.00 the first hour and an additional \$25.00 an hour for a maximum of 4 hours or \$125.00.

Grand Hall facilities include:

Bride and Groom rooms.

Catering set up kitchen, including; refrigerator, large counter space and warming ovens.

Entertainment sound system and wall mounted TV.

Tables and chairs.

Set up and take down, linens, catering, decorating and any other requirements for functions are the responsibility of the Resident. See contract for restrictions and details.

a. Reservation

Reservation for Grand Hall will be opened year round. Reservation requests are made online at TMMA.org. Reservation requests shall be reviewed by the schedule coordinator and they will assign reservation per availability. Grand hall reservations are for the areas of the facility noted above. **USE OF THE POOL IS PROHIBITED and there will be NO POOL ACCESS for any Grand Hall functions.**

b. Cancellations:

A resident must cancel reservation at least **(4) four-weeks** prior to reservation date. Those that fail to notify reservation coordinator prior to the **(4) four weeks** could relinquish their fees. All cancelations **MUST** go through the schedule coordinator.

c. Fees Schedule for Grand Hall

Reservation/Cleaning Fee for Grand Hall: **\$500.00 (required for each reservation and due at reservation time along with execution of contract)**

\$350.00 non-refundable for administration

\$150.00 refundable cleaning fee. Cleaning fee will be reimbursed as soon as possible upon authorization of Facility manager after cleaning inspection. Some fees may be deducted for cleaning expenses. Additional charges may be possible for extensive cleaning or damages to property.

Member non-immediate family Reservation/Cleaning Fee for Grand Hall: **\$750.00 (required for each reservation and due at reservation time along with liability insurance and execution of contract)**

\$600.00 non-refundable for administration

\$150.00 refundable cleaning fee. Cleaning fee will be reimbursed as soon as possible upon authorization of Facility manager after cleaning inspection. Some fees may be deducted for cleaning expenses. Additional charges may be possible for extensive cleaning or damages to property.

3. Activity Rooms

Activity rooms are for Traverse Mountain residents use only and will be assigned per reservation. There are three rooms (two West, Spruce and Pine Rooms and one East, Aspen Room). Each room will hold **24 people**. The two West rooms can be combined to accommodate 48 people (reserving both rooms to combine will count as 2 reservations). Each room will be available to reserve for **“3” three-hour segments** a total of **nine reservations available per day**. Activity room guests are required to register at the office. The Facility reserves to itself the right to charge a cleaning fee for the reservation and/or use of Facility’s activity rooms, including, but not limited to, private parties or organized TMMA community events. Rooms will NOT be used for personal financial purposes.

Activity Rooms include:

Refrigerator, large counter space and warming oven (except Pine room does not include warming oven). Tables and chairs.

Set up and take down, linens, decorating and any other requirements for functions are the responsibility of the Resident. See agreement for restrictions and details.

a. Reservations: Reservations for the Swim season is from Memorial Day the last Monday in May to Labor Day the first Monday in September of the same year. Reservations for the Swim season will open April 1st each year prior to the swim season and be first come first serve. Reservation requests are made online at TMMA.org. The rest of the year (or off season) will be first come first serve; however, off season reservations may not be made more than six months in advance. Reservation year is from Memorial Day to Memorial Day of the following year.

b. Reservation requests will go as follows:

i. Residents will be allowed to reserve a maximum of 2 reservations per swim season. Exclusion: July 4, designated for TMMA residents party.

ii. Residents will be allowed 4 reservations for the remainder of the year (off season) per availability.

iii. Residents may request a same day activity room reservation. If a room is available same day for reservation it will not count against their maximum allotted reservations per swim season or off season. Cleaning fee still must be paid and agreement executed.

c. Cancellations: A resident must cancel activity room reservation at least (2) two-weeks prior to reservation date. Those that fail to notify reservation coordinator prior to the (2) two weeks could relinquish their cleaning fee. All cancelations **MUST** go through the schedule coordinator.

d. Fees Schedule for Activity Rooms:

A reservation will not be accepted until the cleaning fee is paid and agreement executed.

Reservation/Cleaning Fee: **\$75.00 (due at reservation time) refundable upon cleaning inspection.** Cleaning fee will be reimbursed as soon as possible upon authorization of Facility manager after cleaning inspection. Some fees may be deducted for cleaning expenses. Additional charges may be possible for extensive cleaning or damages to property.

Member non-immediate family Reservation/Cleaning Fee for Activity Rooms:

\$150.00 (required for each reservation and due at reservation time along with liability insurance and execution of agreement)

\$75.00 non-refundable for administration

\$75.00 refundable cleaning fee. Cleaning fee will be reimbursed as soon as possible upon authorization of Facility manager after cleaning inspection. Some fees may be deducted for cleaning expenses. Additional charges may be possible for extensive cleaning or damages to property.

4. Standards.

All Residents, family members, and guests shall behave in a civil, courteous, and considerate manner towards other patrons and facility employees. Obscene, profane, embarrassing language and/or inappropriate behavior; attempts to intimidate, retaliate, humiliate, or disrespect others; a combative attitude and/or the failure to respond to the instructions of Facility employees will not be tolerated at the Facility. Any misconduct of a Resident or his/her family members or guests will be considered a material breach of the governing documents, Resident Member Agreement and/or these rules, and may be cause for sanctions.

5. TMMA Not Liable.

TMMA will not assume liability for any accident, injury, or death in connection with use of the clubhouse facility or for damage or loss of property, including negligence. Any outside organization or activities that are not immediate family, including but not limited to school or club teams, catering companies or other vendors, must provide insurance or have the entity that they represent send proof of liability insurance and name TMMA as a co-insured.

6. Prohibited Items and Activities.

- i. **Unruly Behavior.** Rock throwing and climbing on trees, tables, chairs, hillsides, buildings, and planted garden beds are prohibited.
- ii. **No Smoking.** Smoking is not permitted anywhere on property.
- iii. **No Alcohol.** No alcohol will be allowed on the premises.
- iv. **No Pets.** Pets are not permitted anywhere on property.
- v. **No Gum.** Gum is not permitted to be chewed anywhere on Property. Any gum being chewed upon arrival to the Facility must be disposed of in appropriate trash receptacles.
- vi. **Posted Signs and Restricted Areas.** Patrons must obey all posted signs. No persons other than designated Facility employees are permitted in restricted areas of the property.
- vii. **Vehicles and Parking.** Cars, motorcycles, bicycles, and other vehicles must be parked within the designated parking areas only. Bicycles are not permitted on property, other than in designated parking areas.
- viii. **Refusal of Service.** The Facility Management expressly reserves the right to refuse service to any person with or without reason, cause, or precedent.
- ix. **Advertisements.** Residents may not post notices or advertisements of any kind on property without the TMMA and Facility Management's express prior written approval.
- x. **Property.** Patrons shall respect, protect, and preserve property, furniture, furnishings, and equipment. Each Resident is strictly liable for any damage to any property caused by the Resident or his or her family members or guests, including any and all expenses, collection costs, charges, and attorneys' fees incurred to repair the damage or replace the property.
- xi. **Maintenance and Repairs.** The Facility reserves the right to close any area of the Facility for new construction and/or repairs and maintenance. The Facility also reserves the right to close, on either a temporary or permanent basis, any part of the Facility which management considers necessary, including by way of illustration, but not a limitation upon, any facility or service which management considers may endanger or threaten harm, loss, pain, or injury to any patron or employee.

7. Sanctions. The Facility has several practical ways of assuring compliance with essential regulatory provisions.

- Suspension of privilege to use facilities;
- Termination of right to use facilities;
- Imposition of conditions, restrictions, or limits;
- Assessment of fines;
- Towing of vehicles; and
- Permanent removal of pet.