

# Portrait Hill Association

Facility Address: 1033 Portrait Hill Drive, Chapin, SC 29036

## Reservation Agreement

Today's Date: \_\_\_\_\_ Reserved By: \_\_\_\_\_

Reservation Date: \_\_\_\_\_ Deposit & Admin Fee received: \_\_\_\_\_

Reservation Time: From: \_\_\_\_\_ To: \_\_\_\_\_ Check # \_\_\_\_\_  
(Please include sufficient time for set-up and clean-up)

Check # \_\_\_\_\_

Description/Purpose of the Event/Reservation: \_\_\_\_\_

Portion of the facility to be reserved:

- Cabana     Clubhouse     Pool (partial during operating hours of swim season)  
 Amphitheater     Playing Field     Other \_\_\_\_\_

The above lot/home Owners or Lessees (hereinafter "Member(s)") understand and agree to the following:

- a) A deposit of: (a) \$300.00 for the Clubhouse; (b) \$100.00 to reserve Pool Deck (only); (c) \$75 to reserve Cabana (only) (any or all of which are refundable under the terms set out herein) and a non-refundable Administrative Fee of **\$60.00** are due with this Reservation Agreement in order to secure the facility or a portion thereof. Payment of the deposit and Administration Fee are to be made separately in the form of two (2) checks, both made payable to the Portrait Hill HOA. **(These checks are deposited immediately and refunded within 14 business days after your event). In order for the reservation to be approved, confirmed or relied upon, the fully completed Reservation Agreement and the entire deposit and administration fee must be returned to the Association, c/o MJS Inc. at 4910 Trenholm Road, Suite C, Columbia, SC 29206. MJS Inc. can be reached by phone at (803) 743-0600 or by e-mail at [MJS-Reservations@mjsmgt.com](mailto:MJS-Reservations@mjsmgt.com). Also, in order to reserve any portion of the facility, all assessment(s) due the Association from the reserving Member or Members must be current.**
- b) A Member or Members reserving the facility or a portion thereof shall be required to perform additional actions set out in the attached facility-specific Checklist that shall be a part of this agreement (Appendix 1). The Member or Members shall further be required to return an executed and completed copy of the Checklist, indicating that the actions listed on it were completed and/or that conditions were verified, to the Association. The completed and executed Checklist shall be provided to the Association at the address or e-mail address provided herein

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Member \_\_\_\_\_

within **forty-eight (48) hours of the end of the scheduled event** or by such other date/time as may be agreed to in writing by the Association. The failure of a reserving Member or Members to complete, execute and return the Checklist to the Association by this deadline, shall automatically result in the forfeiture of a minimum of **\$25.00 or \$50.00** of the deposit provided by that Member or those Members in reserving the facilities.

- c) During the swim season, normal swimming hours will be maintained for the membership and their guests, so the facility **can not** be reserved in its entirety during these hours. Members may reserve a portion of the facility (example: a portion of the deck at the pool) for parties of less than **thirty (30)** persons, but other Members and their guests will be able to use the facility as they would normally during the normal operating hours.
- d) After the normal hours of operation during the swim season, the entire facility can be reserved **until 11:00 P.M., however, the number of attendees at the event can not exceed the number of attendees noted on the first page of this agreement.** Unless special written approval is granted by the Association, no one is allowed at the facility after **11:00 P.M.** and **swimming is not permitted during the non-swim season.**
- e) **The water supply for the pool area are turned off after the swim season, so the facility will not be available for reservation once the water is turned off and the facilities are winterized.**
- f) The Member (or at least one (1) of the Members) reserving the facility or a portion thereof **shall be required to remain at the facility at all times while a function is being held. There are absolutely no exceptions to this requirement.**
- g) The Member or Members reserving the facility shall be solely responsible for the actions of **all** of their invitees/attendees at any function held at the facility while they are within the community or at the facility. This requirement shall include, but not be limited to their guests, all attendees and any vendors and service providers.
- h) **The use of the facility for any type of function shall at all times be consistent with a family appropriate atmosphere determined acceptable by the Association,** whether such use is during normal hours of operation or during a period when the facility or a portion thereof is reserved for use by one or more Members.
- i) **In no case shall the noise level generated by a function or by a Member or their attendees reach a level that causes any area outside of the facility or any lot to be negatively impacted.** All music and other sounds generated by a function, including the conversational sound of any Member and their guest(s), shall be kept at a level that can not be heard inside dwellings adjacent to or near the facilities.
- j) **Glass bottles of all types are strictly prohibited in the pool area at all times.** Upon exiting at the end of the reservation period or by any other deadline established by the Association, it shall be the responsibility of any Member or Members reserving the facility or a portion thereof to **remove all garbage** brought to the facility for their event by themselves, their guests or by other event attendees. The appropriate storage or repositioning of all furniture in the area utilized shall also be the responsibility of the Member or Members reserving the facility or a portion thereof. After cleaning, any portions of the facility utilized and any portion of the facility or the community affected by the use of the facility must be left in a condition that

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meets the criterion set out herein, but at least a condition that is equal to or better than the condition that they were in prior to the use by said Member or Members.

- k) **When alcoholic beverages are allowed, the use of such beverages by Members and attendees shall at all times be controlled by the reserving Member or Members and shall be moderate in nature.** Any Regulation prohibiting the use of alcohol at the facility during normal hours of operation shall apply to events held during these hours, **unless a written variance is expressly provided by the Association. Alcoholic beverages can not be sold at the facility at any time, including during an event.** However, voluntary donations to fund the providing of such beverages for the event are admissible, **only** when prior to the event, the Association is provided with written notice that this will occur and then **only** when the Association approves both the method and the timing of the Member or Members obtaining such donations.
  
- l) The facility is not always thoroughly cleaned and the trash is not always removed on a daily basis, so Members reserving the facility or a portion thereof may be required to remove trash/garbage or to clean the facility or the portion thereof before their use of it. Whether or not the facility or the portion of the facility being utilized was clean before its use, the reserving Member or Members **shall be required to clean the facility or the portions that they utilized and to remove any and all trash/garbage from the facility.** The reservation of the facility for a function during a time when use of the facility is not available to the entire membership shall require the reserving Member to clean the bathrooms as well as the facility after their event.
  
- m) Any Member(s) reserving all or a portion of the facility (and in the case of a Tenant, the Lot Owner delegating their use rights to that Tenant) shall bear full financial responsibility for any damage to any portion of the facility and for all cost incurred by the Association for cleaning, repair or maintenance of the facility, the area surrounding the facility or for other parts of the community that may result from their reservation of the facility or a portion thereof, as well as for the cost of collecting such cost from that Member or Members reserving the facility, including attorney fees.
  
- n) By executing this agreement, the Member or Members reserving the facilities or portion thereof agree that the Association in its sole discretion shall have the authority under this agreement to determine whether the facility, areas surrounding the facility or other portions of the community have been left in the proper condition; what cleaning, repair and maintenance is required; the degree to which cleaning, repairs or maintenance must be performed; what portion of the cost is attributable to the Member or Members use of the facility or a portion thereof; and the level of responsibility of a reserving Member or Members for the cost of the cleaning, repair or maintenance required by the Association.
  
- o) Upon the Association's determination that a Member or Members bear such additional responsibility, the Association shall provide the reserving Member or Members with notice of the damage or other unacceptable conditions noted by the Association and of its decision that cleaning, repairs and/or maintenance must be performed. After notice is provided to the reserving Member or Members by the Association, the Association will perform the cleaning, repair and/or maintenance to its satisfaction and deduct the cost of such repairs or maintenance from the deposit provided by that Member or those Members and/or bill the Member or Members for any additional cost above the amount of the deposit provided by the reserving Member or Members. In the event that such cost exceeds the amount of the deposit, such

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additional cost and the cost of collection, including attorney fees, shall become a part of the Association's lien on the lot or lots of that Member or of those Members reserving the facility.

- p) The Association may also charge an administrative fee in an amount that it determines appropriate for the time required in addressing issues related to such further cleaning, repair or maintenance of the facility, the area surrounding the facility or such other portions of the community that require cleaning, repair or maintenance as a result of the Member or Members or their attendees use of the facility or a portion thereof.
- q) Where cleaning, repairs or maintenance are required by the Association, the entire deposit provided by the reserving Member or Members may be held by the Association until the cleaning, repairs or maintenance are completed. Any portion of the deposit that is not utilized to cover such cost(s) shall be returned to that Member within **fourteen (14) BUSINESS DAYS** of the date of completion of the cleaning, repairs or maintenance required by the Association.
- r) Should there be **no** additional cleaning, repairs or maintenance of the facility, the area surrounding the facility or to other portions of the community required by the Association as a result of the Member or Members use of the facilities or a portion thereof, the Association shall return the entire deposit provided by the Member or Members reserving the facility within **fourteen (14) BUSINESS DAYS** of the date that the facility was to be used.
- s) **The reserving Member or Members shall hold the Association, its Board and Officers, its committee members and the Association's management company, MJS Inc., harmless from any and all damages or actions brought by any attendee of the event, by adjoining property owners or any lot owners within the community, that may in any way result from or be related to the Member's or Members' use of the facility, to that person's attendance at the facility, regardless of whether or not that attendee, lot owner or property owner is a member of the Association.**
- t) **The reserving Member or Members also acknowledge that the Association shall at all times and in its sole discretion possess the authority to determine whether or not an event or the actions or inactions of a Member or Members or their guests/attendees are compliant with the criteria set out herein and with their responsibilities when using the facilities and that the Board of Directors of the Association may, upon its determination that the event or the actions or inactions of a Member or Members or their guests/attendees are inappropriate or non-compliant, in addition to its other remedies set out herein, under the law or in the Declaration, suspend the rights of use of the facilities of that Member or those Members (or their families and guests) for such period as the Board may determine appropriate.**

Additional Conditions: \_\_\_\_\_  
\_\_\_\_\_  
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