

# Kirkman Preserve Residential Association (KPRA) Usage Rules & Guidelines

1. To reserve the clubhouse, you must be a KPRA member in good standing, and present for the **entire** length of the time rented.
2. Payment for the rental must be made by the resident making the reservation.
3. The pool may be used by the rental, however, not exclusively. The pool is always available to KPRA members..
4. All national holidays are blackout dates for rentals.
5. Maximum occupancy for the clubhouse is 50 people per fire code.
6. The clubhouse closes at 11:00pm. The pool and pool deck close at DARK.
7. Any damage caused by renters moving furniture, or other activities of the rental, will be repaired and charged to the owner's account. No holiday décor, especially the Christmas tree, may be moved. All furniture must be returned to its original location.
8. No smoking or vaping is allowed in the clubhouse or anywhere on the property.
9. No decorations are to be attached to the walls, ceiling, or ceiling fans of the clubhouse.
10. No tape, nails, hooks, Command hooks, etc. may be used on walls, fireplaces, doors, or door frames. Expense repaint and repair will be charged to the owner's account.
11. No music outside of the clubhouse.
12. Glass containers are prohibited outside the clubhouse.
13. No animals are allowed in the clubhouse.
14. Any tampering, moving, blocking, obscuring, etc. of any video cameras will result in suspension of clubhouse rental privileges in the future. at any time.
15. Thermostat must be set back to **77 degrees** during the summer season and **66 degrees** in the winter season.
16. The renter agrees to be responsible to obtaining any licensing pertaining to works of authorship as defined by the Copyright Act of 1976; including but not limited to, musical works, dramatic works, pictorial, graphic, and sculptural works; motion pictures and other audiovisual works; and sound recordings. By renting the clubhouse, renter agrees to hold the Association and Selective Management Services, LLC (SMS) harmless from any and all claims, including but not limited to cease and desist letters, demands for payments and alleged violations of applicable law.
17. Doors must be locked, and lights turned off before leaving the clubhouse.

## Indemnification

Renter agrees to indemnify, defend, and hold harmless the Association and SMS from all liabilities, losses, damages, costs, expenses (including all reasonable attorney fees and expenses of renter, the Association and SMS), causes of action, suits, claims, demands, or judgements of any nature whatsoever arising from (i) any injury to, or the death of, any person, or any damage to property of the Association or upon adjoining sidewalks, streets, or ways, or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the Association or related facilities or any parts thereof, or resulting from the condition of adjoining sidewalks, streets, or ways, (ii) violation of any agreement or condition hereof, (iii) violation by renter of any contract or agreement to which renter is party, or any restriction, statute, law, ordinance, or regulation, in each case affecting the Association or related facilities or any part thereof, or the ownership, occupancy, or use thereof, (iv) any negligence or tortious act on the part of the renter or any of its agents, contractors, licensees or invitees, and (v) any injury or claim associated with the performance of any work protected by the intellectual property law or any other related cause of action. In case of any action, suit, or proceeding is brought against the Association by reason of any occurrence herein described, renter will, at its own expense, defend such action, suit or proceeding with counsel reasonable to Association. Nothing in this provision shall be interpreted as limiting renter's obligations under other provisions of this agreement.