

Vineyards Home Owners Association (VHOA)

ACCESS KEY CARD AGREEMENT

Resident Name: _____ Lot # _____

Address: _____

Phone # _____ DOB: _____

Email: _____

Access Card #: _____ Date Issued: _____

Signing this document indicates that you understand that the common areas of VHOA clubhouse and facilities are under 24 hour video surveillance. We reserve the right to review this video share it with the appropriate entities in the event of damage, emergency or other required situation at the VHOA discretion.

Clubhouse access key cards are only issued to VHOA residents who are at least EIGHTEEN (18) years of age. You must be current on all VHOA assessments to have and use a key card. There will be one card per household. Additional cards may be purchased for \$20 each.

Tennis Court access key cards are only issued to VHOA residents who are at least THIRTEEN (13) years of age. Anyone under the age of 18 will require parental consent as well as parental acceptance of all risks and responsibilities connected to their child/children's use of the Tennis Courts.

Access key cards are for use by VHOA residents and authorized users only. Do not lend or give your key card to non-residents; issued key cards have a number ID for the particular cardholder for identification. When you use your access key card, your name and time of entry are registered. If you misplace or lose your access key card, please contact the Clubhouse Office (636-447-9840) immediately to deactivate the key card. Replacement key cards are available for a \$20.00 fee. You will be held responsible for any issues related to a lost card.

Key card Holder Will Not Give Their Access Key Cards to Any Person for Any Reason or Use Their Cards to Allow Entry to VHOA Facilities to Any Other Persons not registered to use the card.

Hereinafter VHOA Facilities refers to any and all of the following – Clubhouse, Fitness Center, Sauna, Tennis Court

VHOA Access Rules

1. The VHOA Facilities are open from **6:00 am until 11:00 pm.**
2. Use of the VHOA Facilities will be at your own risk.
3. Please be prepared to show your access key card or proof of residency when using VHOA Facilities
4. **Each cardholder** may bring up to **five (5) guests** to the VHOA Facilities and must accompany their guests at all times.
5. All persons using the VHOA Facilities shall obey the Rules and Regulations as defined by the VHOA Board.
6. Proper attire must be worn while using the VHOA Facilities. No wet swimming suits in the clubhouse.
7. No rough housing is allowed in the VHOA Facilities.
8. No animals (other than service animals) are allowed in the VHOA Facilities.

9. Food and drink are allowed in the VHOA Facilities. Residents will be responsible for any cleanup that is required.
10. No smoking, vaping, drug use or illicit/illegal activities are allowed in the VHOA Facilities.
11. Access via keyless will be determined by the VHOA board and times will be posted accordingly.
12. The Televisions in the VHOA Facilities are provided for the enjoyment of residents and use of these devices shall not be abused by those using the Facilities.
13. If facilities furniture shall be moved or relocated in the VHOA Facilities you are responsible for restoring everything back to it's previous location before leaving the Clubhouse.
14. Belongings left behind in the VHOA Facilities shall be placed in the Clubhouse "Lost & Found" for a period of one week. If the items are not claimed, they will be donated or discarded.
15. When entering VHOA Facilities YOU are responsible for any damage that occurs while you are present.
16. When you entering VHOA Facilities do not allow anyone not in your group to enter with you. They are required to scan in for entry or you will be responsible for any damage that they may cause.
17. When exiting VHOA Facilities please close all doors and gates securely behind you.
18. Access to the pool is limited to pool hours and the approved adult swim times as posted. Keyless access through the clubhouse does not grant you access to the pool outside of these posted hours.
19. All VHOA facilities prohibit weapons.
20. If renting a home, the homeowner will have to approve keyless access for their renters before cards will be issued.

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Failure to follow the above guidelines may result in the revocation of your facility privileges and deactivation of residents' and households' access cards. Any damage that results during violation of these rules will be your responsibility. Issues that you are responsible for will be corrected by you via the resolutions and time frame set forth by the VHOA Trustees. If you notice any damage or violations of these rules you will immediately report to a member of the VHOA.

1st Offense – non damage variety: Written notice to offending resident's household.

2nd Offense– non damage variety: Written notice to offending resident's household and a 30-day deactivation of the residents access card.

3rd Offense– non damage variety: Written notice to the offending resident's household and deactivation of the resident's access card for a minimum of 90 days. The resident is required to appear before the VHOA Trustees in order to reactivate the card.

Damage variety offenses will be dealt with individually and may involve local law enforcement.

The VHOA may at any time, restrict or suspend any access card holder's privileges to use any or all of the amen-ity facilities when such action is necessary to protect the health, safety and welfare of other residents and their guests or to protect the VHOA facilities from damage.

The VHOA Trustees reserve the right to add and/or modify this policy when necessary. VHOA and VHOA Trustees shall not be liable to any resident if access to the VHOA Facilities is limited, restricted, suspended or denied.

ACCEPTANCE

I, _____ acknowledge receipt of the Access Key Card identified above and I further acknowledge the waiver as set forth above and agree to its terms. I have also read and agree to abide by the above mentioned terms, policies and rules. I also understand that I am financially responsible for any damages caused by me, my household or my guests or any damages resulting from the loss or theft of my Access Key Card. I understand that my key card may be deactivated at any time if I fail to follow these rules and regulations.

Resident Signature: _____

Date: _____

Clubhouse access: _____ Tennis Court access: _____

ACCESS KEY CARD AGREEMENT

By signing the Access Key Card agreement, you agree to all rules stipulated above as well as the following:

- 1. CLUBHOUSE/FITNESS CENTER/SAUNA- Minors aged seventeen (17) and under, are not permitted in during non hostess attended hours unless they are accompanied by an adult.*
- 2. TENNIS COURTS - Residents under the age of 13 will be accompanied by an adult key card holder 18 years of age and older at all times.*
- 3. All guests must be accompanied by a card-holding resident*
- 4. Residents are responsible for the behavior of their guests at all times.*
- 5. Key card Holder will not give their access key cards to any person for any reason or use their access card for entry to any other persons or use their card to allow entry to persons other than their family or guests.*
- 6. At the end of your residency within The Vineyards you agree to return all access key cards to the Clubhouse. You may not transfer the card to any other individual. You will be responsible for that card until it is turned in to the clubhouse.*
- 7. You agree to notify the Clubhouse Office if you relocate outside of The Vineyards. Failure to notify the Clubhouse Office of any changes in your residence will result in your key card being deleted when new residents receive their access key cards as well as possible card replacement fines.*
- 8. You will notify the VHOA if your card becomes lost or damaged. A replacement card may be issued for \$20.*
- 9. You understand that the common areas of VHOA clubhouse and facilities are under 24 hour video surveillance. We reserve the right to review this video share it with the appropriate entities in the event of damage, emergency or other required situation at the VHOA discretion.*

**THE VINEYARD HOME OWNERS ASSOCIATION
PARTICIPANT AGREEMENT, RELEASE, ASSUMPTION OF RISK, AND COVENANT
NOT TO SUE.**

1. I acknowledge that my participation in activities in the Vineyards Home Owners Association (VHOA) Clubhouse entails known and unknown risks that could result in physical or emotional injury to me. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I acknowledge all or a part of fitness training involves significant use and exercise of joints and other body parts. Other more serious risks exist as well. I agree and promise to accept and assume all the risks existing in this activity. My participation in these activities is purely voluntary, and I elect to participate in spite of the risks of which I am aware.

2. I accept responsibility for my activity at the VHOA Fitness Center and recognize that all activity is “at my own risk” since the Fitness Center is not staffed during normal operation.
3. I acknowledge that it is important that I accurately and completely inform VHOA employees of any medical or physical conditions that I have that may impair or interfere with my ability to safely participate in any exercise program. Further, if I observe any defective equipment I will notify VHOA management immediately and will refuse to use the equipment until the defect has been corrected to my satisfaction.
4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
5. I, on behalf of myself, my heirs, my spouse, my children, my family, my personal representatives and my estate shall defend, hold harmless and indemnify VHOA and its owners, officers, management, employees, agents, volunteers, participants, landlords, successors, and heirs from any and all claims, costs, expenses, legal fees, losses, damages, liabilities, or injuries sustained as a result of the presentation or prosecution by me, or anyone claiming through or on behalf of me or my children, of any claim, allegation or action which is covered by this release, assumption of risk and covenant not to sue agreement. In case of sickness, accident or injury, the VHOA, its employees, and agents, have my express permission to secure, at my sole expense, such medical treatment as is deemed necessary in their sole discretion.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain full force and effect.
7. I acknowledge that I have had sufficient time to read this entire agreement. I have carefully read and understand all of it and I agree to be bound by its terms. I am aware that this is a release of liability, a waiver of my legal right to collect damages in the event of injury, death, or property damages, and an agreement not to sue VHOA, and sign it of my own free will.

Print Name: _____

Signature: _____

Phone: _____

Date: _____