



Mooikloof Heights Homeowners Association (NPC)

(a pre-existing Non-Profit Company, as defined in the Companies Act, No. 71 of 2008) Company Registration No: 2005/038938/08

APPLICATION TO USE THE CLUBHOUSE AND FACILITIES

Name of Applicant: _____

Stand Number: _____

Contact Numbers: _____ and _____

Date of Function: (DD/MM/YYYY) ___/___/___

Time of Function: ___h___ to ___h___

Nature of Function: _____

Number of Guests Attending: ___ (Maximum of 50 persons allowed)

The rental fee of R5,000 is payable seven days prior to the date of the function. It should be noted that any damage to the infrastructure will be claimed separately from the member who hired the clubhouse facility.

Clubhouse Hours: 09h30 to 22h00

Please forward proof of payment and signed declaration to -

estatemanager@mooikloofheightsestate.co.za and ansumariec@pretor.co.za.

Banking Details:

Pretor Group

FNB Trust Account: 51424279408

Branch Code: 251445

Reference: BMKH43005X



MOOIKLOOF HEIGHTS ESTATE - APPLICATION TO USE CLUBHOUSE AND FACILITIES DECLARATION

I, the undersigned, declare that I take full responsibility for damages to the Clubhouse, equipment and furniture for the time of this application, caused by me or my guests, and will pay any damages and/or shortages as well as defective equipment. I also indemnify the Mooikloof Heights HOA, its Directors, Estate Manager and employees against any injuries, accidents and damages that might occur to me or my guests while using the clubhouse and/or facilities.

I will provide the Estate Manager and Security Staff with names of guests and vehicle numbers or any other information that is required for security reasons as determined by the Board of Directors from time to time.

I will also obey all the rules for the use of the Clubhouse as well as the rules of the Estate and I understand that the trespassing of any rule by me or my guests may result in a penalty which will be recovered through my levy account.

Guest Movement Restriction Notice

Please note: Guests invited to functions at the Mooikloof Heights Clubhouse are not permitted to roam the estate without the accompanying homeowner present at all times.

This measure is in place to ensure the safety, privacy, and security of all residents. We kindly request homeowners to inform their guests of this rule prior to arrival.

I understand that the swimming pool, gymnasium and tennis court is not part of this exclusive use agreement and may also be used by other owners of the Estate at the same time.

Full Names & Surname (Owner): _____

Signature: _____

Date: _____

15. RENTING OF CLUBHOUSE

15.1. BOOKINGS

- 15.1.1. Only Owners (herein referred to as “tenant”) may rent the Clubhouse.
- 15.1.2. The Clubhouse may only be rented for private family related functions.
- 15.1.3. A written application to rent the Clubhouse should be made at the Estate Manager’s Office. The application should state the following:
 - 15.1.3.1. Full names of the Owner;
 - 15.1.3.2. The address of the Owner;
 - 15.1.3.3. Date and time of the function;
 - 15.1.3.4. Nature of the function (e.g. birthday party);
 - 15.1.3.5. Number of guests that will be attending; and
 - 15.1.3.6. Starting and finishing times of the rental period.
- 15.1.4. The Clubhouse will be allocated on a ‘first come first serve’ basis.
- 15.1.5. The decision for the renting of the Clubhouse rests with the Board whose decision is final.
- 15.1.6. The Clubhouse fee to be determined from time to time by Board, is payable upfront to secure the booking.
- 15.1.7. The Clubhouse facilities may be rented for recreational purposes only.

15.2. LIABILITY OF TENANT FOR DAMAGE TO PROPERTY

- 15.2.1. The tenant shall be liable and shall compensate the Estate for any breakage or other damage of whatever nature to the Clubhouse, furniture, equipment and / or any other Property of the Estate being found to be defective, damaged or broken.
- 15.2.2. The tenant takes full responsibility for the behaviour of his/her guests and any damage, loss or breakages by any of his/her guests will be the responsibility of the tenant.
- 15.2.3. After every function, the Clubhouse shall be inspected by the Estate Manager and the tenant or anyone authorized by the tenant to act on his/her behalf, and any damage or loss shall be noted. Should the tenant find anything to be broken or defective prior to the start of the function, it shall be pointed out by the tenant to the Estate Manager before being used, failing which, all shall be considered as being in good and working order.

15.3. INDEMNITY

- 15.3.1. Association, the Board and/or any Director in his/her personal capacity shall accept no responsibility whatsoever in respect of any damage to or loss of any Property, articles or goods of whatever nature placed or left upon the premises by the tenant or any of his/her guests, or for

injuries to or the death of any person visiting the Estate or making use of the equipment or facilities on the premises.

15.3.2. It shall be an explicit condition that the tenant indemnifies the Association and its personnel, the Board and/or any Director in his/her personal capacity against any claim made by the tenant or any of his/her guests, on any ground whatsoever, for any damages he or his guests might suffer during the utilisation of the Clubhouse, recreational facilities and amenities.

15.3.3. The tenant shall further indemnify and hold harmless the Association, the Board and/or any Director in his/her personal capacity from and against any claim against a judicial order, damages or otherwise and for costs including attorney and client costs, which may be instituted by reason of any infringement by the tenant and/or any of his/her guests while using the Clubhouse and facilities.

15.3.4. It is the responsibility of the tenant to ensure that all Municipal by-laws, Rules and/or any other legislation are adhered to.

15.4. ADMISSION OF GUESTS

15.4.1. The tenant shall provide the guards at the gate with the names and vehicle registration numbers of all guests in order for guests to be allowed into the Estate.

15.4.2. These procedures are however dependant on Security procedures which may change from time to time.

15.5. CANCELLATION OF RENTING THE CLUBHOUSE

15.5.1. Any booking for the renting of the Clubhouse may be cancelled, provided such cancellation shall be done at least 7 days prior to the date for which the Clubhouse was booked.

15.6. POSTPONEMENT OF RESERVATION

15.6.1. In the event of the tenant desiring to postpone a reservation of the Clubhouse, written notification shall be given to the Estate Manager at least 7 days prior to the date for which the Clubhouse was booked. Any cancellations less than 14 days prior to the event will be subject to a penalty of 15% of the fee.

15.6.2. No penalty shall be payable if the postponement does not exceed a period of 30 days.

15.7. OTHER CONDITIONS

15.7.1. The Clubhouse shall be let to the tenant on the explicit understanding that no overcrowding will take place. The maximum number of persons that will be allowed is 50 people.

- 15.7.2. If more guests are expected, the tenant must apply for special permission from the Estate Manager. Where more than 50 or the permitted number of persons attend a function, an amount of 10 times the rental fee may be charged.
- 15.7.3. The Estate further reserves the right to immediately and forthwith suspend utilisation of the club facilities in cases of overcrowding.
- 15.7.4. Only with the permission of the Estate Manager and then only at such places as the Estate Manager may direct shall sign boards, posters, notices, decorations, flags, emblems, balloons, etc. be allowed to be placed at the Clubhouse or any other place within the Estate.
- 15.7.5. Smoking inside the Clubhouse or in the doorways of the Clubhouse is strictly prohibited.
- 15.7.6. Fires may only be lit in demarcated braai areas.
- 15.7.7. The tennis court may not be used or entered onto by the tenant or his guests.
- 15.7.8. The Clubhouse and surrounding areas have to be cleaned by the tenant the same night after the lease period has ended. If not cleaned to the satisfaction of the Estate Manager, the Estate will clean up and the costs thereof will be added to the monthly levy of the tenant. If the tenant is a tenant of a Property, the cleaning costs will be added to the monthly levy of the tenant's lessor.
- 15.7.9. Noise levels should be kept at a level that does not create a nuisance to other persons in the Estate.
- 15.7.10. The Estate reserves the right to immediately and forthwith suspend utilisation of the club facilities where the tenant or the guests cause a nuisance or dangerous situation.
- 15.7.11. Guests of the tenant who are not Residents, are not allowed to roam the streets of the Estate and may only occupy the Clubhouse area.

15.8. FINES

- 15.8.1. Should the tenant of the Clubhouse or any of his/her guests contravene any of the Rules or any condition of the leasing of the club facilities, the tenant may be fined.
- 15.8.2. Such fines will be added to the monthly levy of the tenant. In the event of the contravention of any Municipal by-laws or any other legislation, criminal charges may be laid by the Estate.