

## **Eagle Point Bay Homeowners Association Building Use Policy Committee**

### Objective and Framework for Procedures

#### A. Objectives

1. Develop a comprehensive building use policy to provide an orderly and well-reasoned and objective approach to help avoid conflicts and misunderstandings and with fairness to **ALL** dues paying members of the Association.
2. The policy should be in agreement with the spirit and intent and the stated purpose of our Bylaws which state:  
  
“The object of this association shall be to represent the common interests of the members of the Association as property owners of Eagle Point Bay, plan and implement activities related to health, safety and general quality of life; promote a sense of community, encouraging membership, support and participation in the activities of the Association.”
3. Establish basic facts and provide answers to fundamental questions with objectivity and based on principals, logic & reason, to help establish a building use policy.

#### B. Facts

1. The Association building is one of EPB’s unique and significant assets and that we should recognize its value, take good care of it, and use it wisely to help achieve and enhance the stated purpose of our Association.
2. It takes money and resources to own, operate and maintain the Association’s building. Because there is no provision in our Bylaws for levying special assessments for O & M costs, the greatest majority of the revenue needed for O & M currently comes from the annual membership dues by members of the Association.

#### C. Relevant Questions To Be Discussed

1. Which persons, entities or **Groups** should be able to use the building?
2. What should be the definition of a Group?

3. Should the general purpose of a Group wishing to use the building be presented to and be approved by the Board and what should be the criteria for such approval.
4. What Groups should have free use of the building and what Groups or persons should pay a fee to help with O & M? And what should be the Association policy for granting the privilege of the free use of the building?
5. Should persons who are not members of the Association be permitted to join and participate in the activities of a Group?
6. If a Group is granted the free use of the building should non-association members (non-members) who wish to belong to the Group be charged a fee to help with the O & M costs and to formalize and recognize their belonging to the Group?
7. If a use fee is established, what should be the amount and the structure and procedure for collection and payment of such fees to the Association?
8. If the Association Board recognizes a Group for free use of the building, should membership and participation in that Group be open to all members of the Association?

“The object of this Association shall be: Represent the common interests of the members of the Association as property owners of Eagle Point Bay; plan and implement activities related to health, safety and general quality of life; promote a sense of community, encouraging membership, support and participation in the activities of the Association.” (EBPA Bylaws Article II)

## **Eagle Point Bay Association Policy for Use of the Association Building**

Groups using the building should have a purpose which is in agreement with the common interests of the Association members and the stated purpose of the Association. In order to qualify for free use of the building, groups will be expected to have at least four (4) members who are also Association members. In addition, at least sixty (60) percent of the membership of such groups shall be Association members. All Association members will have the right to attend meetings of groups which are using the building without charge (other than group dues, or fees for fundraising events). If these basic conditions are not met, the approved groups will be expected to pay rental for their use of the building.

Groups using the building without charge will, first, need to submit the composition and purpose of the group for the approval of the Board of Directors. The Board of Directors reserves the right to refuse the use of the building to any group which, in the opinion of the Board, abuses its privileges and/or if its behavior is felt to be in conflict with the best interests of the Association. Groups who are refused access to the building may appeal this decision and ask for an open hearing on the matter. Board decisions, after maximum of one appeal, are final.

Groups given free use of the building will be expected to collect a “User Fee” from any group members who are not also members of the Eagle Point Bay Association. Since Association members pay dues for the privilege of using the building, non-members who regularly attend meetings at the building are expected to contribute to the upkeep of the building. Non-members using the building, as part of an approved group, shall pay an annual fee of \$20.00 per year. Such individuals will pay one fee and, for this fee, may join multiple groups. The Groups which invite non-Association members to join, will be responsible for collecting the use fees and paying them to the Association Treasurer. Non-members of the Association who use the building as members of a group will pay this annual fee starting in January 2015 regardless of when they joined the group. The fee must not be prorated.

Individuals using the building for private events will rent the building through the Social Committee Chair. There will be different rates for rentals by members and by non-members. See the Building Rental Agreement for details.

Any individual or group including those using the building free of charge and those using the building for private events will sign a “Building Use Agreement” or a “Building Rental Agreement” as appropriate. The “Building Use Agreement” for groups holding regular meetings, may cover a period of up to one year. It will be signed in January each year, or in the case of newly formed groups, upon approval by the Association Board of Directors. Groups in good standing may renew this agreement on a yearly basis,

subject to compliance with this Building Use Policy. Those reserving the building for private functions will be required to pay a security deposit. See the Building Rental Agreement for details.

It is the responsibility of the Social Committee chairperson to manage the scheduling of events. All Groups will communicate with the Social Committee Chair and schedule their meetings/events. While regular meetings can be scheduled a year in advance, representatives should inform the Social Committee Chair anytime they wish to access the building for other purposes. The Social Committee Chair should be informed every time the building is used. In order to provide fair and equitable use of the building by all Association members, the free use of the building by an approved Group shall not exceed one event per week for no more than 4 (four) hours per event. As stated above, attendance must be open to all Association members who wish to attend. Other than Group dues; fees paid for fundraising events; or costs for internal functions and activities of the group, attendance must be free of charge.

A numbered key may only be issued to an Association member who will accept responsibility for it. Keys shall not be duplicated or given to non-members. Groups approved for regular use of the Building will assign one Association member to keep the key. In the absence of that member, the key may be temporarily given to another Association member of the Group.

With prior approval from the Eagle Point Bay Board of Directors, non-profit, public service organizations shall be allowed to use the building, without charge, up to twice a year. These organizations may not charge fees to those who attend the events, if they are to use the building free of charge. The non-profit organizations will be required to leave a security deposit to ensure that the building is left in good condition. This deposit will be returned after the building is inspected.

Violation of any of the provisions of the Building Use Policy may jeopardize the privilege of the personal or group use of the building.

**See the Building Use Agreement and the Building Rental Agreement for additional requirements and information.**

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Approved and adopted by the EPB Association Board of Directors on the \_\_\_\_ day of \_\_\_\_ 2014

# Annual Use Agreement for the Eagle Point Bay Association Building

January 1, 2015 through December 31, 2015

The \_\_\_\_\_ has met the requirements of the Association as stated in the Building Use Policy and therefore the Eagle Point Bay Association Board of Directors grants use of the Building without charge.

Briefly, the \_\_\_\_\_ states that the group has at least four members who are also members of the EPB Association. They state that at least sixty percent of its members are also members of the EPB Association and that the group does not charge for attendance other than annual dues and admission to fundraising events. The group agrees that any Eagle Point Bay Association member is welcome to join.

The Group agrees that their numbered key to the building will not be duplicated and will be entrusted to an Eagle Point Bay Association member and will not be held by a non-Association member at any time.

The above group agrees to collect an annual use fee of Twenty dollars (\$20) from those of its members who are non-members of the Eagle Point Bay Association; unless such members can show that they have already paid this fee through another approved group. One member of their group will be responsible for collecting this fee and paying it to the Association Treasurer.

The Group agrees to schedule its meetings and events with the chair of the Association's Social Committee. Regular meetings can be scheduled on a yearly basis, all other events should be arranged with the Social Committee Chair as soon as possible.

In addition, the Group agrees:

- 1) Not to permit any smoking, liquor, alcoholic beverages or any controlled substances to be consumed on the premises at any time during this agreement and that no weapons of any kind are permitted in the building
- 2) For the purposes of this agreement, the premises shall include the building and surrounding parking lot at 80 Spring Cove Drive.
- 3) The building will be left in the condition in which it was found
  - a. No tacks, tape or other devices may be used to fasten or attach any items to the ceiling or walls of the premises.
  - b. The Group shall be responsible for the costs of repair for any damage caused to the premises during the terms of this use agreement other than usual wear and tear. The building must be left in the same condition it is found on arrival.
  - c. All trash is to be removed to outside trash cans upon departure
  - d. All lights and fans are to be turned off
  - e. The thermostat is to be reset to the posted temperature upon departure
  - f. The building is to be locked on departure
- 4) The Group understands that violations of the above provisions may jeopardize the privileges of the group and nullify the use agreement

**The group agrees to INDEMNIFY AND HOLD HARMLESS** the Eagle Point Bay Association against any and all claims, demand and suit in respect to any loss, injury or occurrences which may take place upon the premises during the term of this Building Use Agreement.

Date: \_\_\_\_\_ Group Representative \_\_\_\_\_

Assoc. Sec. \_\_\_\_\_ Chair of the Social Committee \_\_\_\_\_

Key Number \_\_\_\_\_

Approved and Adopted by the EPB Association Board of Directors on the \_\_\_\_ day of \_\_\_\_ 2014

Eagle Point Bay Association  
**Building Rental Agreement for 80 Spring Cove Drive**

Renter:            Member   **Yes**        **No**

Name: \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_      Email \_\_\_\_\_

Date of Rental \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Description of activity : \_\_\_\_\_;

Time of activity: \_\_\_\_\_

Approximate number of persons attending: \_\_\_\_\_  
(building limit = 100)

Rental Fee for members: \$25 for the first two hours

Rental Fee for non-members \$50 for the first two hours

Additional hours cost \$5.00 each for both members and non-members

A Security Deposit of \$50.00 due with reservation and refunded, within 2 weeks, if the building is in good order and doesn't require cleaning services. Deposit is forfeit if the cleaner must be hired.

Total Fee \_\_\_\_\_      Payment to Treasurer on \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**The parties enter into this agreement subject to the following terms and agreements**

- 1) The Renter shall be given sole use of the building for the date and time above.
- 2) The Renter shall pay all costs of the rental at the time of signing this agreement.
- 3) In the event the renter provides notice of cancellation to the owner, more than forty-eight (48) hours prior to the date of the rental, one-half of the prepaid rental fee will be returned to the renter, within 2 weeks of notification.
- 4) Renters agree not to permit any smoking, liquor, alcoholic beverages or any controlled substances to be consumed on the premises at any time during this agreement. The Renter understands that no weapons of any kind are permitted in the building
- 5) For the purposes of this agreement, the premises shall include the building and surrounding parking lot at 80 Spring Cove Drive.
- 6) The Renter agrees that no tacks, tape or other devices may be used to fasten or attach any items to the ceiling or walls of the premises.
- 7) The Renter shall be responsible for the costs of repair for any damage caused to the premises during the terms of this lease, usual wear and tear excepted.
- 8) The Renter must vacate the premises by midnight of the last day of the terms of the rental of this agreement
- 9) **INDEMNIFY AND HOLD HARMLESS AGREEMENT** - The Renter agrees to indemnify and hold harmless the Eagle Point Bay Association against any and all claims, demand and suit in respect to any loss, injury or occurrences which may take place upon the premises during the term of this Building Rental Agreement.

**In Witness whereof** The parties hereto have hereunto signed this Rental Agreement on

The \_\_\_\_\_ day of \_\_\_\_\_ 201\_

Renter \_\_\_\_\_

Agent for Eagle Point Bay \_\_\_\_\_

Approved and Adopted by the EPB Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 2014