

CLUBHOUSE RENTAL USE AGREEMENT

Name: _____ Date: _____

() Homeowner () Tenant*

* tenant must have written permission from owner/agent attached to this agreement

Address: _____ Phone: _____

Date desired _____ Time: from _____ to _____

Intended Use _____

Number of Persons Attending _____

TERMS OF AGREEMENT

I acknowledge that I am aware of and agree to abide by the following regulations:

1. I acknowledge that the homeowner is responsible for reserving the clubhouse and that the use is solely for their own use and not for an outside source and that no other areas of the property may be utilized for this event.
2. I will pay a non-refundable rental fee of \$75.00 for the clubhouse room use.
3. I will pay a \$250.00 deposit to hold the clubhouse for my use and understand that if it is left clean and undamaged, I will receive this deposit back.
4. I am aware that I may have the use of the clubhouse only until 10:00 p.m. on Sundays through Thursdays and until midnight on Fridays and Saturdays.
5. I am aware that I may have a maximum occupancy of 75 people. I understand that if I exceed this maximum occupancy, the management has the right to close the facility down.
6. I understand that I am to keep all doors and windows closed and utilize the air conditioning to cut down on the noise level for neighboring homes.
7. I understand that if my gathering gets too noisy, the management will ask me no more than two times to lower the noise. After the second time, the Police Department may be called to close the gathering for disturbing the peace.
8. I understand that I am fully responsible for the behavior of my guests and the damages caused by them.
9. I will contact the management company after I am finished with the clubhouse (the next day) and a walk through will be done to inspect the clubhouse. At that time, if it is left clean and undamaged, I understand my deposit will be mailed to me. I understand if it is not clean or is damaged in any way, the problems will be documented and any charges to clean or repair damages will be deducted from my deposit, with the balance paid for by me.

10. I shall forever indemnify and hold harmless, Lessor, it's agents or assigns, and the owner of the clubhouse, Kelly Park HOA, if and from any loss or damage whatsoever and of every kind, nature or description, including but not limited to property damage and personal injuries, due to or arising out of or claimed to arise out of any negligent act or omission of Lessor, it's agents or assigns, or the owner of the clubhouse, Kelly Park HOA, due to or arising out of or claimed to arise out of any negligent act or omission of myself or my guests, which indemnify shall include, but not be limited to attorney's fees, court costs, and civil and criminal penalties.
11. I agree that I will not engage in the sale of alcoholic beverages nor will I permit alcoholic beverages to be consumed by anyone. In the event alcohol is consumed by anyone in spite of my efforts to prevent it, I hold the Lessor, and it's agents or assigns and the owner of the clubhouse, Kelly Park HOA, free from any liability or loss by reason of injury to person or property that may arise as the result of said alcohol consumption. Minors are not allowed to consume alcohol and if they do, Lessor can be held criminally responsible.
12. Anyone violating these rules will not be allowed to rent the clubhouse in the future.
13. LEGAL FEES: In the event of any legal action by the parties arising out of this agreement, the losing party shall pay the prevailing party's reasonable attorneys fees and court costs to be fixed by the court hearing the suit.

Signature

Date

Signature

Date

Signature/Agent/Owner of Home

Date

CLUBHOUSE RULES

1. No pets are allowed in the clubhouse or the pool area.
2. No outdoor amplified music and no live bands are allowed. Music may be played indoors but kept low enough not to impact on the neighbors.
3. No smoking inside the clubhouse or in the pool area is permitted
4. Decorations may be put up with MASKING TAPE or PAINTERS TAPE only – no staples, thumb tacks, nails, or other tape is allowed
5. Trash must be emptied and taken back to owner's property for disposal
6. Kitchen area is to be cleaned – counters wiped down, stove wiped down, refrigerator inside and out to be wiped clean.
7. Any exterior music, lighting, decorations, etc. need to be approved before the event.