

# Connemara Homeowners' Association

## Clubhouse Rental Application and Agreement

In consideration for Connemara Homeowners' Association, Inc., (hereinafter referred to as "Association") allowing me the exclusive use of the clubhouse and equipment and furnishings therein (hereinafter referred to as "clubhouse"), I the undersigned member of the Association, agree as follows:

\_\_\_\_\_1. I agree to reserve the clubhouse (and pool) on \_\_\_\_\_ under the terms and conditions set out below.

\_\_\_\_\_2. I am reserving the clubhouse (and pool) for the purpose of \_\_\_\_\_ which will be attended by not more than \_\_\_\_\_ people.

\_\_\_\_\_3. The party or the function will be held between the hours of \_\_\_\_\_ and \_\_\_\_\_ on the date noted above. I understand that continued use of the clubhouse (and pool) after hours for which it has been reserved will constitute a breach of this agreement and will result in forfeiture of my deposit.

\_\_\_\_\_4. I will make a deposit in the amount of \$250.00, which is due and payable upon submission of application and agreement. I further understand and agree that this deposit will be used to pay for cleaning costs and any other damages resulting to the clubhouse (and pool), its contents or any other portion of the property from any actions of persons present at or attending or in any other way related to my function. I understand that any charges made against my deposit will be explained. If the cost of repairs exceeds the amount of my deposit, I agree to pay the association the full cost of all repairs within ten (10) days of receipt of a written explanation of the damages and a bill from the association for such repairs. I agree that all deposits, fees, and expenses incurred by the association as a result of the use of the clubhouse (and pool) under this agreement shall be considered an assessment and constitute a lien against my property and shall be fully collectible as such as provided for in the Association's Declaration and By-Laws.

\_\_\_\_\_5. I assume all responsibility, risks, liabilities and hazards incidental to the activities applied for (including and not limited to the serving of alcoholic beverages) and hereby release and forever discharge the Association, their officers, directors, employees, agents and members, past, present and future from any and all claims, costs, causes of action and liability for personal injury or death and damage to or destruction of property arising from my use of the Clubhouse and/or Pool and its appurtenances, whether or not arising from negligence of any of the foregoing.

\_\_\_\_\_6. The pool cannot be solely rented for private use only. However, it can be utilized in conjunction with a clubhouse rental or separate rental. Lifeguards shall be hired at the

expense of the lessee. Scheduling of a lifeguard will need to be arranged by contacting the person in charge of the pool or the head guard. The lessee agrees to pay the current rate of **\$20.00 per hour per lifeguard with a two hour minimum**. In general, one guard can watch approximately 15 swimmers. More people in the pool will require additional guards.

\_\_\_\_ 7. **SMOKING is NOT permitted in the Clubhouse or pool area. Smoking inside the clubhouse will constitute a breach of contract and the deposit will be forfeited. Smoking is permitted outside. However, the area used by smokers is to be cleaned of all trash, including butts and ashes.**

\_\_\_\_ 8. I agree to indemnify and hold harmless the Association, their officers, directors, employees, agents and members, past, present and future, from any and all claims, costs, causes of action and liability (including, but not limited to, attorney's fees resulting from negligence otherwise for any injury, to either person or property, suffered by my, my family members, employees, agents, servants, guests, invitees or any member of the Association or any other person which arises from or is in any way related to the above activity.

\_\_\_\_ 9. I assume all responsibility for the actions and behavior of all persons present at, attending, or in any way related to my function and agree to be personally responsible for causing all such persons to comply with the Association's Declaration, By-Laws and Rules and Regulations. I acknowledge that violation thereof by any person present at, attending or in any way related to my function may, at the sole discretion of the Association's Board of Directors, result in the forfeiture of my deposit.

\_\_\_\_ 10. I understand that I am being granted the exclusive use of the Clubhouse for the time period described above, subject to the right herein reserved by the Association to enter the Clubhouse and/or Pool and terminate my use thereof should the conduct of any person using the facility endanger the health, safety or well-being of any person or constitute a threat of any property.

\_\_\_\_ 11. I am at least twenty-one (21) years of age, a member of the Association and will be in attendance at ALL times at my function. I hereby agree and represent that the Clubhouse (and Pool) will be used for lawful purposes only and that if any conduct at the function I am sponsoring violates federal, state, or local laws and ordinances, my rights to use the Clubhouse (and Pool) under this agreement shall be terminated and the Association shall have the right to take possession of the Clubhouse and/or Pool and instruct my guests to leave the property.

\_\_\_\_ 12. In the event of cancellation of my reservation forty-eight (48) hours or more before the reservation date, the deposit amount will be refunded less a processing charge of \$10.00. Cancellation after this time period will result in a charge of \$25.00, which will also be subtracted from the deposit.

\_\_\_\_ 13. Subject to those deductions provided for in the Agreement, the deposit will be refunded in whole or part in person or by shredding of the deposit check.

\_\_\_\_14. The following contents of the Clubhouse are to be at the disposal of the persons attending my functions for their reasonable use:

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

I agree to clean the facility after use and acknowledge that I have received a copy of the clean-up checklist attached hereto and incorporated herein.

Thermostat and alarm system will be reset to the specified settings.

I understand that **ALL** trash must be removed to my home or tennis court trashcans for disposal.

I also understand that keys must be returned no later than two (2) days after my function or my deposit check will be cashed in to the Homeowners' Association account.

I understand that my reservation of the Clubhouse (and Pool) on the aforementioned date will not be confirmed nor will this Agreement be binding until such time as this Agreement has been executed by the Association.

I have carefully read and understand this form and the attached Rules and Regulations and agree to be bound by its' terms.

Rental Rates for one function for one date are:

Clubhouse from 8:00am-4:00pm Monday thru Thursday	\$50.00
Clubhouse from 4:00-11:00pm Monday thru Thursday	\$50.00
Clubhouse from 8:00-4:00pm Friday, Saturday or Sunday	\$100.00
Clubhouse from 4:00-12:00pm Friday, Saturday or Sunday	\$100.00
Pool Guards -per 15 guests using the pool	\$20.00per hour/min 2 hrs.

Name \_\_\_\_\_

Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_