

EAGLE SPRINGS ASSOCIATION, INC. RESIDENT CLUBHOUSE RENTAL CONTRACT

BY SIGNING BELOW, THE RENTER AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

- RENTAL RULES:** For rentals of the Clubhouse Building from **8:00 AM to 5:00 PM** or **5:00 PM to 12:00 AM**. Renter agrees to be bound by the following rules with respect to its rental of the Clubhouse Building:
 - No smoking in the Clubhouse, or open or closed flames in any type of illuminating device;
 - No animals or pets in allowed in Clubhouse;
 - No parking on any grass areas;
 - No alcoholic beverages allowed unless **Event Insurance** covering alcohol is purchased;
 - All furniture, all artwork and all accessories are not to be moved from their original positions;
 - Fastening of decorations, etc. to the walls, ceiling and/or floors is strictly prohibited;
 - No cooking of any type of food is allowed. Only warming of food in a kitchen microwave is allowed; and
 - No use of open liquids other than for human internal consumption.
- RENTAL OF CLUBHOUSE TO EAGLE SPRINGS RESIDENTS ONLY.** The Clubhouse cannot be rented to non-residents and cannot be sub-rented to non-residents or any type of organization.
- NON-PROFIT USE ONLY.** Residents can rent facility for non-profit events and activities only. For-profit activities are not allowed under any circumstances. Residents that violate this contract will forfeit their deposit and will not be allowed to rent this facility in the future.
- DAMAGE, ETC:** At the end of the event, the Clubhouse Building and surrounding areas shall be thoroughly cleaned, all folding tables and folding chairs placed back in storage closet, all climate controls returned to their original settings and all doors properly closed and securely locked at the end of the event. Renter acknowledges and agrees that Renter has been instructed how to properly lock the Clubhouse building by an Eagle Springs Association, Inc. representative and that immediately after the event, the access device will be deposited in the office drop box. Failure to return the access device to the office by the next business day will result in the security deposit becoming non-refundable. The Renter shall return the Clubhouse Building and surrounding areas to the same condition as existed prior to the Event. The Renter shall be responsible for any and all damage that may arise out of, or in connection with, the Event or renter's use or misuse of the Clubhouse Building. In the event the Clubhouse Building or surrounding areas should be damaged in any way, the Renter agrees to the following: Immediate reimbursement by Renter to Association for the costs of any and all repairs, including cleaning, if required.
- INDEMNIFICATION:** Renter agrees that it has procured Event Insurance or that the Event is covered under the Renter's homeowner's insurance policy. Renter agrees to indemnify and hold Eagle Springs Association, Inc., its officers, agents and assigns harmless from any and all claims, damages, losses, or injuries to person or property, whether real or imagined, arising out of, or in connection with, renter's use or misuse of the Clubhouse Building. **DISPUTE RESOLUTION:** If a dispute arises under this rental agreement, both parties agree to the use of binding arbitration. The renter and Eagle Springs Homeowner's Association Inc. shall each choose an arbitrator, and the two arbitrators shall select a third non-partisan arbitrator. The arbitrator's decision shall be binding on the parties. Renter agrees to name Eagle Springs Association, Inc. as an additional insured on its Event Insurance Policy, or if no such policy is purchased, on its homeowner's insurance policy and warrants to Eagle Springs Association, Inc. that such policy covers any potential loss or liability that may extend to Eagle Springs Association, Inc. by virtue of renter's use or misuse of the Clubhouse Building and surrounding areas.
- VIOLATION:** Any violation of this contract will result in: The rental fee increasing to \$500.00 and the security deposit will become immediately non-refundable. Doubling of the current rental fee in the event that offending party is permitted to rent the Clubhouse Building at a future date. Any penalty shall also become a special lien against the resident/renter's property until paid.
- COMPLIANCE WITH RULES AND LAWS:** Clubhouse building **Maximum capacity is 40 people**. Renter will comply with all laws, orders, and regulations of federal, state, county, and municipal authorities. Any violation of federal, state, county, and municipal laws and/or exceeding capacity of 40 persons will result in: 1) The rental fee increasing to \$500.00 for event covered by this contract and 2) the security deposit will become immediately non-refundable. Doubling of the current rental fee in the event that offending party is permitted to rent the Clubhouse Building at a future date. Any penalty shall also become a special lien against the resident/renter's property until paid. **TRESSPASSERS WILL BE PROSECUTED.**
- NOTE:** Eagle Springs Association, Inc. reserves the right to refuse rental of any facilities to any Individual or Organization for any reason and in its sole discretion if it believes such refusal is in the best interest of association or for the purpose of protecting the facilities. This rental agreement is for the Clubhouse Building only. Rates are subject to change without notice. There is no guarantee of rental or reservation date until (1) this agreement is signed by both the rental party and Eagle Springs Association, Inc.'s authorized representative; and (2) the required security deposit and rental fee are received from rental party. By signing this agreement, all parties agree and are bound by its terms. This agreement must be signed by both parties a minimum of ten (10) days prior to scheduled event. The security deposit and rental fee must be paid upon signing of contract by both parties.

EVENT INFORMATION: The Association hereby agrees to rent and make available the Clubhouse Building to Renter as follows:

EVENT NAME / PURPOSE: _____

EVENT DATE: _____

EVENT START / END TIMES (check one): _____ 8am-5pm _____ 5pm-12am

RENTAL FEES, DEPOSITS, CANCELLATION, ETC.: The following fees shall apply for the rental of the Clubhouse Building:

\$100.00 Security Deposit _____

\$150.00 Rental Fee _____

For Office Use Only

The security deposit paid by the renter shall be paid to hold the event date to the exclusion of others and to be applied towards any loss and/or damage that may occur to the Clubhouse Building and/or the surrounding areas. The parties acknowledge that at various times, the Clubhouse Building can be in great demand. Accordingly, thirty (30) days' written notice of cancelation is required by the renter to the Association in order to receive a refund of the security deposit and rental fee.

RENTER INFORMATION: NAME: _____

ADDRESS: _____

PHONE: _____

IN CONSIDERATION OF the Association agreeing to rent the Clubhouse Building to me, I agree to be bound by the terms of this agreement. I acknowledge and agree that I have read and agree to comply with all of the above rules and regulations.

RENTER SIGNATURE

ASSOCIATION SIGNATURE (OFFICE USE ONLY)

