

PROPERTY OWNERS ASSOCIATION OF LAKE RIDGE

Clubhouse Rental and Release Agreement

IN CONSIDERATION FOR PROPERTY OWNERS ASSOCIATION OF LAKE RIDGE. (the "ASSOCIATION") ALLOWING ME TO USE THE ASSOCIATION'S CLUBHOUSE FOR A SPECIAL FUNCTION, I/WE, THE UNDERSIGNED, AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. Date, time, and details of the function:

Date: _____

Start Time: _____ **End Time:** _____

Note: The event must end and the Clubhouse must be vacated by no later than _____.

Space Reserved: This Agreement is limited to the use of following area(s) of the Clubhouse, to include restrooms:

____ Full facility

____ Conference room

____ Decks

____ Other: _____

Type of Function: The function will be: _____

2. **Maximum Attendance:** The function will be attended by not more than _____ people. Attendance exceeding this number will be deemed a breach of this Agreement.

3. **Rental Fee:** The fee for the use of the Clubhouse area(s) specified above will be **\$100.00 per hour**. The rental fee is due and half is payable upon submission of this Agreement. The rental fee includes the Clubhouse Attendant's fee for all rentals and the security fee for the Clubhouse. In the event alcohol is to be served at the event, tenant/renter will be responsible for the security fee for the additional security guard (required).

The remaining half of rental fee is due 30 days before event. All payments for fees and deposits are to be made payable to Property Owners Association of Lake Ridge.

4. **Deposit:** A deposit in the amount of **\$500.00** is due and payable upon submission of this Agreement. I understand and agree that this deposit will be used to pay for cleaning costs above the general cleaning expected after the event and any and all damages resulting to the Clubhouse, its contents or any other portion of Association property from my actions or any actions of persons present at, attending or in any other way related to, my function. I understand that any charges made against my deposit will be explained. If costs of repairs or cleaning exceed the amount of my deposit, I agree to pay the Association the full costs of all repairs and/or cleaning within ten (10) days of receipt of a written explanation of the damages and a corresponding bill from the Association for such repairs. Subject to any deductions provided for in this Agreement, the deposit will be refunded in whole or in part by mail addressed to me at the mailing address provided with my signature at the end of this Agreement.
5. **Additional Obligations/Responsibilities:**
- a. **I agree to indemnify and hold harmless the Association, its officers, directors, employees, agents and members (past, present and future), from any and all charges, claims, costs, causes of action, damages and liability (including but not limited to attorney's fees) for any claim or injury, to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees, any member of the Association or any other person which arise from or are in any way related to this function.**
 - b. **I agree to assume all responsibility, risks, liabilities and hazards incidental to the activities of the function that is the basis of this Agreement (including, but not limited to the serving of alcoholic beverages) and hereby release and forever discharge the Association, its 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 its appurtenances.**
 - c. I am at least twenty-one (21) years of age and will be in attendance at my function. I agree and represent that the Clubhouse will be used for lawful purposes only and that if any conduct at the function I am sponsoring violates federal, state or local laws or ordinances, my rights to use the Clubhouse under this Agreement shall terminate and the Association shall have the right to take possession of the Clubhouse and instruct my guests to leave the property.
 - d. I agree to abide by any Clubhouse use rules that may be posted in the area that I am renting for my function.
 - e. I understand that this Agreement is limited to use of the Space Reserved as identified above and that this Agreement does not authorize those attending my function to have access to, or the use of, other areas of the Clubhouse, such as, the copy room or offices. I agree to monitor those attending my function to ensure that they abide by the limitations of this Agreement.
 - f. I agree to perform general cleaning of the Clubhouse and removal of trash from the building to the dumpster after use. The Association contracts with a janitorial company to mop floors, vacuum and clean bath rooms. The Attendant will verify general cleaning has been conducted.

- g. As a member of the Association, I agree that all costs, fees, and expenses incurred by the Association as a result of the use of the Clubhouse may constitute a lien against my property located in Lake Ridge and shall be fully collectible as such and/or as may otherwise be provided for in the Association's governing documents.
 - h. If I am a tenant/renter of a member of the Association, I expressly agree to be personally responsible for all deposits, fees, and expenses incurred by the Association as a result of the use of the Clubhouse. I further agree that all such amounts shall be fully collectible from me, and I agree to pay all costs of collection, including attorney's fees, should it be necessary for the Association to use legal counsel to collect such amounts.
 - i. The Magic Valley Ranch Lake (pond) NO swimming or boating.
 - j. Renter will be responsible for paying the off duty police officer for security. If more than 50 guests are expected and alcohol will be served, a second off duty police officer is required. The charge is \$42.00 to \$45.00 per hour per Officer with a two hour minimum per officer. The Officer(s) is to be paid at end of event.
6. **Cancellation:** In the event of cancellation of my reservation fourteen (14) days or more before the rental date, the deposit will be refunded in full. Cancellation after this time period will result in a loss of 30% for all rentals.
 7. **Emergency:** In the event of an emergency, such as fire or other situation involving threat of life or property, first contact 911 and then use reasonable efforts to contact Association management. If attendant is a no-show, please contact the CMA on-call manager at **972-824-5159**, who will contact the Lake Ridge manager.
 8. **Effective Date of this Agreement:** I understand that my reservation of the Clubhouse on the date specified above will not be confirmed by the Association nor will this Agreement be binding until such time as this Agreement has been completed and signed by me and by the Association and the necessary fees paid.

I have carefully read this Agreement and understand its terms and agree to be bound by them.

Signature

Printed Name

Address

_____ _____
Business Telephone Home Telephone

Email Address

AGREED TO AND ACCEPTED:

PROPERTY OWNERS ASSOCIATION OF LAKE RIDGE.

By: _____

Title: _____

Date: _____



ASSOCIATION USE ONLY

Event: #of Hours = _____ at \$ _____ per hour = \$ _____

Half Rental Fee of \$ _____ paid by check/money order # _____ on _____

Full Rental Fee of \$ _____ paid by check/money order # _____ on _____

Security Deposit of \$ _____ paid by check/money order # _____ on _____

Security Deposit of \$ _____ returned on _____

Cancellation Fee of \$ _____ paid by check/money order # _____ on _____
(Cancellation Fee is charged if event is cancelled within 14 days of when it is scheduled)

Off Duty Additional Officer: Alcohol Served? Yes or No Over 50 people? Yes or No
Minimum 2 hours at \$42 to \$45 per hour - \$ _____.
Paid by check/money order # _____ on _____

Description of damages (if any) deducted from deposit:

