

## Lost Forrest Homeowners Association

### CLUBHOUSE RESERVATION AND RENTAL AGREEMENT

In consideration for the Lost Forrest Homeowners Association, Inc. ("Association") allowing me the exclusive use of the Lost Forrest Clubhouse and equipment and furnishings therein (hereinafter "Clubhouse") on \_\_\_\_\_, \_\_\_\_\_ ("Date"). I, the undersigned, am a member of the Association and agree as follows:

1. I have submitted payment in the amount of Seventy-Five Dollars (\$75.00) to the Association as a rental fee for the Clubhouse, which was due and payable upon reservation.
2. I am renting the Clubhouse for the purpose of \_\_\_\_\_ ("Function") which will be attended by **not more than** \_\_\_\_\_ (\_\_\_\_\_) people.
3. The function will be held between the hours of \_\_\_\_\_ am/pm and \_\_\_\_\_ am/pm on \_\_\_\_\_. I understand that continued use of the Clubhouse after the 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 Two Hundred Fifty Dollars, (\$250.00), which is due and payable at the time the clubhouse keys are received by me. I understand that this deposit is in addition to the rental fee described in Paragraph (1) above. I further understand and agree that this deposit will be used to pay for cleaning costs and any and all damages resulting to the Clubhouse, its contents, or any other portion of the Association property from my actions or any actions of persons present at, attending, or in any other way related to the Function. I understand that any charges made against my deposit will be explained. If costs of repairs exceed 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, cleaning and repair charges and any and all other expenses incurred by the Association as a result of the use of the Clubhouse under this Agreement shall be considered an assessment and constitute a lien against my property and shall be fully collectible 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, but not limited to the serving of alcoholic beverages), and hereby release and forever discharge the Association, its officers, directors, employees, agents, and members, present, past, 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.
6. I agree to indemnify and hold harmless the Association, its officers, directors, employees, agents, and members, present, past, and future, from any and all charges, claims, costs, causes of action, damages and liabilities (including but not limited to attorneys fees) for any and all injuries, 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 the above function, activity, rental, or use of the Clubhouse.
7. I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to the Function and agree to be personally responsible for causing all such persons to comply with the Association's Declaration, By-Laws, or Rules and Regulations by any person present at, attending, or in any other way related to the Function, may, in the sole discretion of the Association's Board of Directors, result in forfeiture of my deposit.
8. 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 Board of Directors or a designee of the Board of Directors to enter the Clubhouse 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 to any property.

9. I am a member of the Association, at least twenty-one (21) years of age and will be in attendance at the Function at all times during the Function. I hereby 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 a member of the Board of Directors or a designee of the Board of Directors shall have the right to take possession of the Clubhouse and instruct my guests to leave the property.

10. In the event of cancellation of my reservation seventy-two (72) hours or more before the rental date, the deposit and the rental fee will be refunded in full. Cancellation after this time period will result in forfeiture of the rental fee (\$75.00.)

11. Subject to those deductions provided for in this Agreement, the deposit will be refunded in whole or in part in person by a Board member, a designee of the Board of Directors, or by mail.

12. I agree to be bound by the Clubhouse rules and to clean the facilities after use. I acknowledge that I have received a copy of the Clubhouse Rental Rules attached hereto and incorporated herein.

13. I understand that my reservation of the Clubhouse on the aforementioned date will not be confirmed nor will this Agreement be binding until such time as this Agreement has been executed by a member of the Board of Directors or a designee of the Board of Directors.

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

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Street Address \_\_\_\_\_

Telephone # \_\_\_\_\_

Date \_\_\_\_\_