

COTSWOLD ON THE GREEN CLUBHOUSE RENTAL AGREEMENT

Approved 6/2009

The Clubhouse and certain amenities therein shall be available to members of Cotswold on the Green Village Condominium Association, LLC for the purpose of hosting private parties for the following occasions: homeowner birthdays, anniversaries, retirement parties and bereavement repasts. The Board of Trustees must approve all other uses, on a case by case basis.

A reservation request must be submitted in writing at least 30 days in advance of the function to the Community Manager who will forward the request onto the Board of Trustees. A decision will be provided to member within 10 days of the written request submission.

Members who wish to reserve the Clubhouse must be current on all maintenance fees when this agreement is entered into. Members must acknowledge and accept full responsibility for compliance of the agreement terms and are subject to the following conditions:

- The kitchen and restrooms may be utilized for said functions. If food is to be served, the services of a recommended caterer can be supplied or a caterer of your choice can be utilized for all catering. The purchase and serving of alcoholic beverages is the full responsibility of the member.
- All caterers must provide proof of insurance – in the amount of \$1,000,000
- A fee of \$75 will be charged for all events that are held by a resident and attended by non-residents.
- There is no charge for room reservation for events where only residents will be in attendance.
- Use of kitchen is limited to oven to heat up of prepared food, refrigerator and use of sinks to clean up afterwards.
- The Kitchen will only be utilized by the outside caterer. The Kitchen is off limits to Lessee and his/her guests. Lessee or lessee's agent is solely responsible for providing dinnerware, flatware, cups, napkins etc.
- Guests are not permitted to utilize any other amenities in the Clubhouse unless prior permission is granted by the Board of Trustees. **Failure to comply with this condition will result in forfeiture of the \$500 security deposit.**
- Decorations – All decorations must be made of fire proof materials. Decorations will not be nailed, tacked or permanently affixed to any Clubhouse walls, ceilings, floors, or furniture. **ONLY FUNTACK WILL BE PERMITTED TO HANG DECORATIONS.**
- Pets are NOT ALLOWED in the Clubhouse unless they are service animals.
- The Clubhouse may be reserved for a maximum period of 5 hours and all events must end and Clubhouse vacated by 8pm.

- Insurance verification (Certificate of Insurance) must be submitted at the time the written request is submitted. The Homeowner Insurance policy must indicate general liability in the minimum amount of \$300,000.
- All children under the age of 18 must be supervised at all times while in the Clubhouse.
- Member must be present at function at all times and will remain until all guests have departed. Member is solely responsible to secure building and turn off all lights.
- Clubhouse is to be left in same condition as found. All trash will be removed and placed in trash bins located at outside rear of kitchen facility. Floors will be broom swept and all tables and chairs will be wiped clean. Restrooms will be wiped down.
- The Community Manager or other persons designated by management will inspect the premises to ensure all rules and regulations are adhered to.
- The Clubhouse is a Non-Smoking facility. All smoking must be done outside and all cigarettes will be disposed of in the appropriate manner.
- Maximum occupancy – All parties will be limited to no more than 35 persons
- Members will not use the Clubhouse facility for any purpose or activity prohibited by the Association. Member agrees to comply with any and all governmental statutes, laws, regulations, and ordinances including but not limited to the service and use of alcohol and fire safety.
- Pre-use and Post-use Walk Through – Deposit monies will be returned once a post-use walk through has been completed and the premises are found to be in the same condition as prior to the event. Member will walk with Community manager or persons designated by management to inspect the Clubhouse both prior to and after the event. Existing damage will be noted; any additional damage will be also noted and listed on a walk through punch list and the member will take full responsibility of said damage. Member agrees to sign this document.
- In case of cancellation, all deposit monies will be refunded as per the rental agreement terms. Any catering costs will be refunded at the sole discretion of the caterer.

HOLD HARMLESS AGREEMENT

I, _____, agree to all of the conditions as listed above and further agree to indemnify, defend and hold harmless the Cotswold on the Green Condominium Association, LLC, its' officers, trustees, attorneys, managers, managing agent, and employees, along with the predecessors, successors, and assigns each of the foregoing from any claims, demands, damages, actions, causes of actions, controversies, judgments, and/or liabilities of any nature whatsoever caused or resulting from my use, and/or my guests use of the clubhouse facility, including but not limited to damage with respect to the use of alcohol, if applicable.

I further agree to abide by all the conditions concerning the use of the clubhouse established by the association governing body, a copy of which is acknowledged, and will ensure that my guests abide by these conditions. I understand that any damage not noted on a pre-usage walk through shall be deemed to have solely caused by me or my guests' use of the facility and I shall be solely responsible for the cost of repair or replacement of such damage and return of the facility to the same conditions as it was prior to its use for my function.

I further understand that the \$500 security deposit shall be used to offset the cost of such damage, and the cost of remedying any damage shall constitute a lien on my residence to the extent that the cost of remedying any damages remains unpaid.

I agree that this writing constitutes the entire Hold Harmless Agreement between me and the Association with respect to the rental of the clubhouse facility and that any conditions or modifications shall be made in writing and signed by both parties.

Homeowner/Member _____

Management Representative _____
On behalf of the Association

Date: _____

This Rental Agreement (hereinafter referred to as the "**Agreement**") is entered into by and between the **Cotswold on the Green Homeowner's Association** (hereinafter referred to as the "**Association**") and

_____, a member,
(type or print name.)

(Hereinafter referred to as the "**Lessee**") for rental of the Clubhouse at Cotswold on the Green, (hereinafter referred to as the "**Clubhouse Room**") for the use of Lessee and Lessee's guests.

In consideration for and as a condition for rental of the Clubhouse Room, the Association and the Lessee agree as follows:

1. Lessee reserves the Clubhouse Room for rental on _____ from _____ to _____. Rental is subject to availability and to the restrictions set forth in this Agreement.
2. A deposit of \$500.00 is required and the fee for rental is \$75.00 (two checks - \$75.00 Rental / \$500.00 Deposit) from the Lessee, together with a signed copy of this Agreement, and Proof of Insurance, shall be received by Cotswold on the Green at least 30 days prior to the rental date(s). Checks shall be made payable to: "COTSWOLD ON THE GREEN HOMEOWNERS ASSOCIATION". If a deposit check is returned by the bank for insufficient funds, the reservation will automatically be void and the Lessee will reimburse the Association for any bank charges incurred.
3. The rental fee of \$75.00 will be non refundable; however, if the Lessee cancels any respective rental prior to 2 weeks before the time of the respective rental, the full rental fee and security deposit shall be refunded to the Lessee, less any bank charges for any returned deposit check. Any cancellation less than 2 weeks before event date will result in forfeiture of the rental fee. The balance of each deposit will be returned within 30 days after the post-event inspection. Any monies paid to caterer for services will be refunded at the sole discretion of the chef.
4. The Clubhouse Room may only be rented for non-commercial purposes. No sales, solicitations or other profit generating activities are permitted under any circumstances.
5. Immediately following the rental, the Lessee shall clean and return the Clubhouse Room to the condition that it was in immediately prior to the rental.
6. The post event inspection will be performed prior to the next rental and not later than the next business day following the rental unless management is not available within such period, in which event, the post event inspection will occur on the first day management is available to conduct the inspection. If clean up is not completed at the close of the event, the security deposit will be forfeited and the Lessee will be responsible for any additional clean up costs or repairs incurred by the Association.

7. Individuals UNDER THE AGE OF 18 must be accompanied by an adult in the Clubhouse, at all times. NO ALCOHOLIC BEVERAGE IS PERMITTED TO BE SERVED TO ANYONE UNDER THE AGE OF 21. The Lessee, not the Association, is responsible for the conduct and behavior of his/her guests, agents, servants, and invitees; however, the Association and/or management may immediately terminate the rental, require the Clubhouse to be vacated and/or immediately cleaned, and impose forfeiture of the deposit and seek any remedies set forth in this agreement if the Lessee, or his/her guests, agents, servants, and invitees violates the terms of this paragraph. This also applies if the Lessee, or his/her agents, servants, and invitees engage in theft, damage or destruction of the Clubhouse, amenities, or personal property of any individual resident, or if the Lessee or his/her agents, servants, and invitees creates a nuisance.

8. No private function in the Clubhouse Room can exceed 35 persons. Full responsibility for any penalties resulting from the violation of this Order will fall upon the Lessee and the Lessee shall indemnify, defend and hold the Association harmless for any penalty assessed or damage which may occur as a result of any violation.

9. All functions must end and the Clubhouse vacated by 8pm

10. The Clubhouse Room cannot be rented by any member on the following dates: New Year's Eve, New Year's Day, Thanksgiving, Christmas Eve, Christmas Day, Easter Sunday, Super Bowl Sunday, Memorial Day, 4th of July, Labor Day, and Passover.

11. Clubhouse amenities and all restrooms may also be used by resident members who are not guests at said function; the restrooms are not for the exclusive use of the Lessee and his/her guests.

12. The Kitchen will only be utilized by the outside caterer. The Kitchen is off limits to Lessee and his/her guests. Lessee is solely responsible for providing dinnerware, flatware, cups, napkins etc. The use of existing community china and silverware is prohibited.

13. In the event that any covenant, condition, or other provision in this Agreement is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable for the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenant, condition or provision contained in this agreement. If such covenants, conditions, or other provisions are held invalid due to its scope or breadth, such covenants, conditions, or other provisions shall be deemed valid to the extent of its scope or breadth permitted by law.

Lessee

Date

By: Cotswold on the Green Condo Association Date