ENNISBROOK HOMEOWNERS ASSOCIATION, INC. CLUBHOUSE RESERVATION AGREEMENT

In consideration for the Ennisbrook Homeowners Association, Inc. allowing me the exclusive use of the Clubhouse, equipment and fixtures therein ("Clubhouse") on ______

from ______ a.m. / p.m. to ______ a.m. / p.m. I, the undersigned, being a member in good standing of the Ennisbrook Homeowners Association, Inc. agree to the following:

- 1. The Clubhouse will be inspected before and after occupancy of the building.
- 2. I am renting the Clubhouse for the purpose of ______ which will be attended by no more than _____ people (not more than 20 per fire code).
- 3. I agree to be bound by the Clubhouse rules and to have the premises cleaned the day following the party or function no later than 9:00 a.m. weekdays/Saturday and 10 a.m. Sunday. Please perform the following as <u>minimum</u> cleaning required:
 - Replace tables and chairs in correct position
 - Vacuum carpet areas, sweep and mop tile floors
 - Any trash that will not fit in the <u>outside</u> containers must be removed from the premises.
- 4. Please observe the following rules while utilizing the Clubhouse:
 - No smoking in the Clubhouse
 - No thumbtacks or scotch tape are to be used in the Clubhouse to hang decorations.
 - No balloons on walls
 - No glitter may be used in the Clubhouse.
 - No wet clothing in the Clubhouse, i.e. swimwear
 - No pets allowed in the Clubhouse
 - Any music played should be at a volume that will not be heard outside the Clubhouse.
 - Doors to the bathrooms must be locked before closing the Clubhouse.
 - Clubhouse doors must be locked.
- 5. Reserving the Clubhouse does not include the use of the pool, tennis court, or surrounding common areas.
- 6. Security code cannot be given out to residents, including those renting the Clubhouse.
- 7. 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.
- 8. I agree to indemnify and hold harmless the Association, its officers, directors, employees, agents and members present, past, and future, from any and all 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 activity, rental, or use of the Clubhouse.

Clubhouse Rental Agreement

- 9. Any children attending a Clubhouse function eighteen (18) years of age or younger must be accompanied by an adult.
- 10. If alcoholic beverages are being served, I will be responsible to ensure that persons under twenty-one (21) years of age are not served.
- 11. This Agreement and the checks must be signed by the homeowner **two weeks prior to** event in order to reserve the Clubhouse.
- 12. Reservations are on a first-come, first-serve basis. A reservation is confirmed at the time a check and this signed Agreement is received by the Association.

The usage fee (non-refundable) is **\$50.00** The deposit (refundable if all conditions are met and clubhouse is inspected and verified by a current board member) is **\$100.00** Make checks payable to: **Ennisbrook HOA**

Send two separate checks and signed contract to All-In-One two weeks prior to the date of reservation.

- 13. I understand that if I do not return the key, the Clubhouse will be rekeyed and my deposit will not be returned. I further understand and agree that these monies 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 my party or 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, and expenses incurred by the Association as a result of the use of the Clubhouse under this Agreement shall be considered as assessment and constitute a lien against my property and shall be fully collectible.
- 14. I am a member of the Association, am at least twenty-one (21) years of age, and will be in attendance at the party or function. I agree and represent that the Clubhouse will be used for lawful purposes only and that if any conduct at the party or function I am sponsoring violates federal, state, or local laws or ordinances or violates the Association's Declaration, By-Laws, or Rules and Regulations, 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 member reserving the Clubhouse must be present for the entire length of the function.
- 15. I have carefully read and understand this Reservation Agreement and agree to be bound by its terms.

Owner's Printed Name

Owner's Signature

Address

Board Member Signature

Owner's Email Address

Home Phone

Business Phone

Date