

Atherton Square Homeowners Association CLUBHOUSE RENTAL AGREEMENT

This agreement is between the Atherton Square Homeowners Association and the undersigned Atherton Square Homeowner.

Reservations for use of the Atherton Clubhouse are made on a first-come, first-served basis up to ninety(90) days in advance of the date of planned use. The day-use rental fee is \$20. There is also a refundable deposit of \$70 required which must be paid by the Owner at the time the reservation is made. If the Owner cancels the reservation more than 72-hours in advance of the scheduled use, the rental fee and deposit will be returned. If the Owner cancels less than 72-hours in advance of scheduled use, the rental fee is forfeited. All reservations are subject to the approval of the Association Board of Directors. Owners with any past due HOA charges may not reserve and/or rent the Clubhouse. The Association reserves the right to decline to accept a reservation from any person for any reason. The Association reserves the right to cancel a reservation at any time. In the event of such cancellation by the Association, the rental fee and refundable deposit will be returned to the Owner. **For the time of the scheduled use, the Owner has the exclusive use of the Clubhouse only.**

RULES OF USAGE

- (1) Owner understands the rental of the Clubhouse does not include use of any of the pool area. Guests attending an event in the Clubhouse are not to be using the pool/spa or pool furniture while the event is in progress.
- (2) Owner agrees to assume full responsibility for the conduct of their guests and to be present during the entire event.
- (3) Owner agrees to limit the number of guests to no more than twenty (20) persons.
- (4) Owner understands that there may not be sufficient parking available for all of their guests.
- (5) Owner agrees to permit NO SMOKING and NO ALCOHOL inside the Clubhouse or in any of the surrounding common areas.
- (6) Owner agrees to limit the volume of all music and all noise (INCLUDING TALKING) generated during the event, to a level that DOES NOT DISTURB other Owners. In the event the Association receives credible complaints about noise caused by the Owner's use, all guests will be asked to immediately leave the area.
- (7) Owner agrees to end usage by 10 p.m. on Sunday-Thursday or 11 p.m. on Friday and Saturday.
- (8) Owner understands that the pool table is not to be moved for any reason. A minimum charge of \$150 for re-leveling will be assessed if it is moved.
- (9) All furnishings, including the ping pong/pool table and accessories, must be protected from damage from food and drink and any other misuse.
- (10) Owner agrees to follow these Clubhouse clean-up procedures:
 - Remove trash from the area and dispose of it in other than Association trash containers.
 - Replace any furniture that was moved, back to its original position.
 - Wipe up any spills and crumbs, including in and on all of the kitchen appliances.
 - Clean the Clubhouse so that it is left at least as clean as it was prior to the scheduled use.
 - Sweep, mop, vacuum, etc., as necessary. Equipment is available in the storage room.
 - Remove all food and drink items as well as all personal items brought into the Clubhouse.
 - In the event the Clubhouse is not left clean, Owner will forfeit the deposit. If the cleanup cost exceeds the deposit, the balance will be billed to the Owner's account.
- (11) Owner agrees to turn off the air-conditioning / heat (at the thermostat), turn off the fireplace switch, and turn off the lights at the end of his use.
- (12) Owner agrees to leave the Clubhouse locked and the keys returned as agreed upon. If the keys are not returned, the Owner agrees to pay a lost key fee of \$150.

The Owner agrees to notify the Property Manager or his designee, of any problems encountered and any damage to the Clubhouse and/or grounds caused during their use. Owner agrees to pay for the costs to repair all damage that occurs during their use. Owner agrees to have all such damages and costs billed to their account.

Owner agrees by signing this agreement that the Owner has been legally notified that the above fees, fines, and charges will be assessed under the conditions specified. Owner may request a hearing before the Board within thirty days of the billing of any fee, fine, or charge to Owner's account as a result of this rental.

I wish to reserve the Clubhouse for the following date and time: Date: _____

Check the HOA website to confirm availability! Time: _____

The purpose of use is: _____

I certify that this use is not for any commercial or for-profit purpose, including fundraising. The number of guests that I plan to have is _____ (maximum is 20). I am an Atherton Square homeowner in good standing and am at least 18 years of age. I assume FULL RESPONSIBILITY FOR THE ACTIONS OF MYSELF AND EACH OF MY GUESTS during the course of the use, including all claims of damages to any property or injuries to anyone caused by my guests or myself. I agree to indemnify and hold harmless the Association for all such claims. I have read, understand, and agree to the above terms and rules.

Owner signature: _____

Owner printed name: _____ Date: _____

Address: _____ Email address: _____

Home phone: _____ Cell phone: _____

Use fee of \$20 received by/date: _____

Deposit of \$70 received by/date: _____

Deposit of _____ was refunded on _____ by _____

The amount withheld (if any) was _____ for _____

Comments: _____

Agent for Atherton Square HOA Date Owner Signature