

WESTOVER CROSSING CLUBHOUSE RENTAL AGREEMENT

This agreement made this _____ day of _____, 2016 by and between Westover Crossing Homeowners Association, as lessor and _____ owner of _____, a unit at Westover Crossing, as lessee.

For and in consideration of the mutual covenants and obligations contained herein, lessor and lessee agree as follows:

1. Lessor shall permit lessee to rent the Clubhouse, located on the common areas owned and maintained by the lessor, and including the kitchen, hallway, bathrooms, parking pad area and fixtures therein (the "Clubhouse") on _____, 2016, between the hours of _____ and _____ (the "Rental period"). The lessor shall also provide:
 - a. 40 folding chairs
 - b. 37 stationary chairs
 - c. 1 eight foot table (seats 8)
 - d. 5 six foot tables (seats 6)
2. Lessee shall pay to lessor, upon the signing of this agreement, a non-refundable rental fee of seventy-five dollars (\$75.00) per day.
3. Lessee shall pay lessor, as a separate amount, a security deposit of one hundred dollars cash (\$100.00), the deposit shall be administered as follows:
 - a. The deposit shall be paid upon signing of this agreement.
 - b. Lessee acknowledges the authority of _____, a member of the committee, to execute this agreement on behalf of lessor.
4. Lessee shall abide by the list of rental rules and regulations as follows:

RULES AND REGULATIONS FOR RENTAL OF WESTOVER CROSSING CLUBHOUSE

1. Within 24 hours after the rental period terminates, the clubhouse shall be inspected to determine whether it has been left in a neat, clean and presentable condition as required in this Agreement.
2. Within thirty (30) days after the inspection, pursuant to No. 1 above, lessor shall do the following:
 - a. If the clubhouse was left in a neat, clean and presentable condition, lessor shall return the deposit to lessee, OR
 - b. If the Clubhouse was NOT left in a neat, clean, and presentable condition, or if any part of the Clubhouse or the property and fixtures contained therein

were damaged by lessee or lessee's family and/or guests, lessor shall serve lessee with a written statement of the damages and the costs associated with the cleaning and/or repair of the clubhouse.

1. If the cost to clean and/or repair the Clubhouse and/or clubhouse property is **LESS THAN** or **EQUAL TO** the deposit, lessor shall use the deposit to pay this cost and refund the excess deposit, if any, to lessee.
2. If the cost to clean and/or repair the Clubhouse and/or clubhouse property is **MORE THAN** the deposit, the lessee shall be obligated to pay the additional cost to lessor within fifteen (15) days after receipt of the written statement from lessor. If lessee fails to pay the amount stated in the "Statement to Lessor" within this time period, lessor shall have all of the rights and remedies available at law and in equity for breach of contract.
3. Lessee shall forfeit his/her/their right to rent the Clubhouse in the future if any of the Rules and Regulations of the Committee with respect to the Clubhouse, or the obligations contained in the Agreement, are violated.
4. Lessee shall cause his/her/their use of the Clubhouse to end by 1:00 AM and must have completely vacated the Clubhouse, including completing all cleaning, by 2:00 AM.
5. Lessee shall cause no more than 50 persons at seated functions and 75 persons for non-seated functions to be present in the Clubhouse at any one time during the rental period.
6. Lessee and lessee's family and guests shall only park on the parking pad immediately in front of the Clubhouse and on the street. Any cars found parking in a resident's parking area or on the lawn or common ground will be towed at the owner's expense.
7. Lessee shall keep noise at a level, which will not disturb the residents of Westover Crossing.
8. Lessee shall not use or cause to be used in or around the Clubhouse any instruments requiring amplifiers or drums.
9. Lessee and his/her/their family and guest shall not enter the swimming pool, tennis courts and related areas.
10. Lessee shall leave the Clubhouse in a neat, clean, and presentable condition. Lessee shall remove all trash from the Clubhouse.
11. Lessee shall clean and vacuum the Clubhouse after use. Lessee shall supply all cleaning aids and supplies necessary to restore the Clubhouse to its original condition. Vacuum cleaner is NOT provided – must use own.
12. Lessee shall not permit any animals or pets inside the Clubhouse. (Except for ADA guide dogs).

13. Lessee shall inspect the Clubhouse prior to commencement of the rental period and notify the Committee in writing of any improper, dirty, or unsafe conditions in the Clubhouse. Lack of this notice will mean that lessee is presumed to have inspected the Clubhouse and found it in proper order.
14. Lessee shall not consume, or cause to be consumed, any alcoholic beverages in or around the Clubhouse during the rental period.
15. The Committee shall have complete authority to determine whether or not any of the terms and conditions of this Agreement have been violated. If lessee disagrees with the determination of the Committee, lessee may appeal this determination to the Board of Directors of lessor.
16. Lessee shall enter into this Agreement for his/her/their own personal use and enjoyment and not on behalf of any other person nor for any commercial or profit making purpose.
17. No one under the age of 21 years will be permitted to rent or use the clubhouse for his/her/their personal use.
- 18. Neither the Committee, the lessor, nor the Board of Directors of lessor, shall be liable for any damages or injury to lessee, his/her/their family, guests, or any other person, or to any other owners or residents or the common area, occurring in or near the Clubhouse. Lessee shall indemnify, save, and hold harmless the Committee, lessor and the Board of Directors of lessor, from any claims for damages no matter how caused.**
19. All checks shall be made payable to "Westover Crossing Homeowner's Association".
20. Lessee shall pick up the keys as arranged with Committee Member and return key within 24 hours after rental. All lights must be turned off and all doors locked. During the summer months, the air-conditions must be turned off. During the winter, the thermostat should be turned down to 55 degrees.

In witness whereof, lessee and lessor, intending to be legally bound hereby, have signed this agreement the day and year stated above. LESSEE agrees to abide by all the rules and regulations as stated in this document.

Signature: _____ Printed Name: _____

Address: _____

Day Phone: _____ Evening/Cell Phone: _____

Date: _____

LESSOR: _____ Westover Crossing Committee Member

Date: _____

FOR COMMITTEE USE ONLY

RENTAL FEE: AMOUNT: _____

DATE RECEIVED: _____

CHECK NO: _____

SECURITY DEPOSIT: AMOUNT _____

DATE RECEIVED: _____

CHECK NO: _____

SECURITY DEPOSIT:

AMOUNT REFUNDED _____

DATE RETURNED _____

RETURNED TO: _____