

THE BRIGHTON LAKES HOMEOWNERS ASSOCIATION CLUBHOUSE RENTAL AGREEMENT

**This agreement only pertains to rentals between April 1st and
November 30th of the current calendar year.**

Maximum Clubhouse Capacity is 130 People or Less

Name _____

Address _____

Home Phone _____ Work Phone _____

Date and Time of Rental _____

Purpose of Rental _____

Will Alcohol beverages be served? Yes No

The Brighton Lakes resident that rents the facility must be in attendance during the entire event. The earliest you may begin preparing and /or starting your party is 9:00AM. All rentals must be over no later than 12:00 AM (midnight) Sunday through Thursday, and 1:00 AM on Friday and Saturday. No live bands are permitted.

This agreement reserves only the private use of the party room within the Clubhouse. Members and guests of the party are strictly prohibited from being on the pool deck or in the pool unless a separate agreement has been signed concerning after hours pool use. The undersigned understands that they are responsible for the actions of themselves and guests while on the property. All children age fifteen (15) and under must be out of the clubhouse by 10:00 PM, and children sixteen (16) and seventeen (17) must be out of the clubhouse by 11:00 PM UNLESS they are accompanied by their parent or legal guardian as per the City of Jolie Curfew Ordinance. The clubhouse and surrounding areas are to be left promptly and quietly so as to not disturb the residents in the immediate vicinity. Should the manager or police be called due to excessive noise, or other problems, the cost for any overtime will be deducted from the deposit.

The charge for the rental of the clubhouse until further notice is 200.00 and is due no later than one (1) week prior to the reservation. Should a rental take place during summer months when the pool is open for regular hours, the rental of the clubhouse may include the use of the pool ONLY after hours, weather permitting, for self and guests for the additional charge of \$125.00. These rental payments must be separate Personal Checks or Money Orders, are not part of the damage deposit, and made payable to Brighton Lakes Homeowners Association.

The reservation deposit required is \$350.00 and is due no later than one (1) week prior to the reservation. Accepted payment will be Personal Check or Money Order only, made payable to Brighton Lakes Homeowners Association. The deposit check will be returned to you upon completion of the after rental inspection for cleaning and damage. All trash and belongings must be removed to your home after the rental. Any damage caused either directly or indirectly by the use of this facility will be the sole responsibility of the undersigned. Violation of the terms and conditions of this agreement may result in the forfeiture of any or all of the renter's deposit as may be determined by the Board of Directors. Any objection to the imposition the deposit forfeiture must be stated in writing and delivered to the Board of Directors within thirty (30) days of the notice. The Board will rule on any objections at a regularly scheduled Board

Meeting within a reasonable time of the objection. Ruling on the objections may be continued for good cause shown. Any person stating objections to the imposition of deposit forfeiture will be given notice of the time and place of the Board meeting and may appear, if they so desire, to contest the deposit forfeiture. All decisions of the Board shall be final and binding and recorded in the Board Meeting Minutes.

I shall show proof of Homeowners Insurance at the time of contract signing which shall cover the rental use by myself and all guests. I do hereby fully release and discharge the association and its officers, agents, servants, and employees from any and all claims from injuries, including death, damages, and loss which I may have or which accrue to me on my use of the clubhouse.

I further agree to indemnify and hold harmless and defend the Association and its officers, agents, servants, and employees from any and all claims resulting from injuries, including death, damages and loss sustained by me and arising out of, connected with, or in any way associated with my use of the clubhouse.

You may not use the fire lane or sidewalks to bring vehicles up to the clubhouse for loading or unloading. All packages must be hand carried to the doors. Any exterior damage done to the property will be deducted from the deposit.

**** CANCELLATION of an existing Rental Agreement 60 days or more prior to the date of the event will result in forfeiture of 40% of the Rental Fee, \$80.00. Any cancellation occurring 59 days or closer to the date of the event will result in forfeiture of the entire rental fee, \$200.00.

I HAVE READ AND UNDERSTAND THE ABOVE AND FURTHER AGREE TO ITS TERMS.

Signature _____ Date _____

Office Use

Rental check date received / amount _____

Deposit check date received / amount _____

Rental check for after hours pool use received and amount _____

