

Forest Oaks II Clubhouse Rental Agreement

Forest Oaks II Homeowners' Association ("HOA") agrees to lease the Clubhouse located at 1003 E. Northfield Blvd., Murfreesboro, Tennessee to _____ ("Renter") according to the following terms and conditions:

1. **Term:** The term of the rental is **12 hours**, beginning on _____ (date) at _____ a.m./p.m. (circle one). However, all functions must end by 12:00 midnight, regardless of whether the 12 hour rental term has expired. Time is of the essence of this Rental Agreement.
2. **Rental Fee:** The rental fee must be paid in advance by the Renter. The fee is \$100.00 for twelve (12) hours for non-association members. No prorated discounts are available. In order to receive a refund for a cancellation, cancellations must be made forty-eight (48) in advance of the date of intended use. Rental fee waived for first use by Association members each calendar year.
3. **Deposit:** Two checks will be submitted for the clubhouse rental made payable to Forest Oaks II Homeowners' Association. The rental fee of \$100.00, as well as \$150.00 security deposit check for non-association members. The security deposit shall be returned to the Renter if the Clubhouse is left in clean condition and the key is returned within twelve (12) hours.
4. **Smoking:** No smoking is permitted within the Clubhouse at any time.
5. **Assessments Current:** The Clubhouse is not available for rental to any resident of Forest Oaks II if the assessments or other sums due the Association by that resident/owner are not current.
6. **Renter as Host:** The Clubhouse can only be rented under one name. The Renter must be at least 21 years of age. The host who has rented the Clubhouse in his/her name must be present at all times at the function for which the Clubhouse is rented and must be the primary host of the event. Under no circumstances can anyone rent/reserve the Clubhouse on behalf of a third party.
7. **Pool:** The pool area is separate from the Clubhouse and may not be rented. There should be no guest traffic on pool decks.
8. **Music:** Music, and /or any other noise, must be kept at a level that it cannot be heard in the surrounding homes in the area. The Renter of the Clubhouse will be responsible for seeing that there are no loud noises from the guests either coming to or leaving the function at the Clubhouse.

- 9. Parking:** Parking is limited to the parking lot immediately in front of the Clubhouse, and guest parking. At no time shall the Renter and/or his or her guests park under any covered/private parking at Forest Oaks II.
- 10. Damages:** The Renter will be responsible for repair or replacement for any damage done to the Clubhouse and HOA property, including without limitation, the structure, landscaping, furniture, equipment, and window coverings. Nothing may be attached to the windows, ceiling fans, doors or walls in any way (tacks, tape, staples, nails, etc.)
- 11. Clean-up of Clubhouse:** The Renter will be responsible for cleaning the Clubhouse, the rest rooms and any other area used, including all equipment and furniture, immediately after the function ends. Cleaning includes vacuuming or damp mopping the floor as needed, and wiping down the counter tops, tables and chairs. The renter will also be responsible for placing all trash in the containers outside.
- 12. Assumption of Risk and Indemnification:** The Renter will assume full responsibility for any and all accidents or claims that may arise as a result of any accident or for any other reason in connection with the function or lease of the Clubhouse by the Renter and said Renter hereby agrees to hold harmless and indemnify the HOA and its officers, directors, agents, and employees, of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs (collectively "Claims"), including without limitation Claims for damage to property (including loss of use), bodily damage, or death, concerning, relating to or arising out of Renter's lease or use of the Clubhouse and premises.
- 13. No Warranties:** There are no warranties, expressed or implied, by HOA to Renter regarding the condition of the Clubhouse, rental premises, equipment or personal property contained at the premises, except as contained in this Agreement.
- 14. Miscellaneous:** This Rental Agreement shall be governed by and construed under the laws of the State of Tennessee. This Rental Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties. The validity, interpretation and performance of this Rental Agreement shall be governed by the laws of the State of Tennessee. The provisions of this Rental Agreement are severable. Should any provision of this be unenforceable, the remaining provisions shall remain valid and binding. No changes, modifications, amendments of any of the terms and conditions of this Rental Agreement shall be valid unless agreed to by the parties in writing and signed by their authorized representatives. This Rental Agreement embodies the entire agreement between the parties. All statements, negotiations, proposals or promises prior to the date of this Rental Agreement are merged herein and superseded hereby, there being no agreements, warranties, understandings or promises other than those written expressly herein.
- 15. Heat/AC:** Heat and/ or AC must be returned to the original setting and lights are to be turned off by the Renter when function is over.

16. Lock Doors: The Renter will lock the doors when the function is over and at any time the Clubhouse is unoccupied.

17. Codes and Fines: All applicable jurisdictional laws, codes, and fire codes apply. Renter agrees to be responsible for any and all violations, fines and fees resulting from his or her rental, and shall indemnify and hold the HOA harmless for said violations, fines and fees.

18. Occupancy Limit: The maximum occupancy for the Clubhouse is _____.

19. Violation: Violations of these rules will be determined by the Board in their sole discretion. Violations to the clubhouse rules and policies are addressed on a case by case basis by the Board of Directors. The Board of Directors will decide if a violation has occurred from the person(s) claiming the violation, the Owner/Resident who rented the Clubhouse, and any other relevant people. For first offense, minimum consequences to the Renter may include forfeiture of the deposit and a 6 month waiting period before being able to rent again. For a second offense, forfeiture of the deposit and a one year waiting period.

20. Return of the Security Deposit: The \$125.00 security deposit will be retained by the HOA to offset its damages if the Clubhouse is not left in a clean and orderly condition. The Clubhouse Coordinator or Board Member has the authority to determine if clean up meets specifications and has final say. In addition, the Renter will be liable for any and all additional damages suffered by the HOA as a result of Renter's use of the premises.

Please sign and return Rental Agreement, Fee & Security Deposit to _____
at _____.

Entered into this _____ day of _____, 20 _____.

RENTER:

Renter Signature

Renter Print Name

Email Address

Phone Number

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Please sign and return Rental Agreement, Fee & Security Deposit to Cindy McNeill, Unit 1023 E. Northfield Blvd., Murfreesboro, TN 37130.

Entered into this _____ day of _____, 20 _____.

RENTER:

Renter Signature

Renter Print Name

Email Address

Phone Number