

**STEWARTS MILL
HOMEOWNER'S ASSOCIATION
CLUBHOUSE RENTAL AGREEMENT**

Owner's Name: _____

Address: _____

Telephone Number: _____ (Day) _____ (Evening)

Type of Function: _____ **Date:** _____ **Time:** 9a-4p or 1p-8p

- THE SWIMMING POOL MAY NOT BE USED DURING THE CLUBHOUSE RENTAL**
- Access to the clubhouse will be provided at the start time (9am or 1pm).
- This agreement is for a reservation between 9am and 4pm OR 1pm and 8pm. Requests outside of that time will require special arrangements, additional fees, and will be reviewed on a case by case basis.
- The homeowner who executes this contract to rent the clubhouse is referred to as "Renter" in this document. **ONLY HOMEOWNERS MAY EXECUTE THIS AGREEMENT.**

Renter hereby agrees to the following terms of use:

1. Renter to pay a usage fee of \$125.00 for each rental of the clubhouse that covers cleaning and maintenance costs.
2. Renter to pay a security deposit of \$250.00 per use.
3. All fees to be paid in full a minimum of ten (10) days prior to the function.
4. There will be a charge of \$50 per hour (rounded-up), assessed after the scheduled checkout time for a two hour maximum not to exceed 10pm.
5. Cancellations and/or changes made less than five (5) days prior to event will result in loss of the \$125.00 rental fee.
6. Renter must leave the clubhouse in good condition with all furniture in same condition as found and thermostat reset to the program.
7. Renter will be assessed a \$25.00 replacement fee if key card is not returned at checkout.
8. Renter must remove all trash, food, and other items brought into the clubhouse, bathrooms, parking lot, or other common areas prior to checkout.
9. The pool and restrooms will be open to all other homeowners during operating hours.
10. The sale of alcoholic beverages is prohibited.
11. Smoking is prohibited in the amenities area (clubhouse, parking lot, courts, & playground).
12. Renter will control the noise of his/her guests.
13. Renter will control the parking of his/her guests.
14. Renter is responsible for the conduct of its guests and invitees and shall be held liable for any and all damages caused by his/her guests.
15. No pets allowed.
16. The Renter must be in good standing and up to date with all fees and association dues.

Failure to comply with these terms may result in immediate termination of clubhouse rental, forfeiture of all or a portion of the security deposit, and additional fines as determined by the board of directors for the Association. Renter further agrees to indemnify, defend and hold harmless the Stewart's Mill Homeowner's Association from and against any and all damages, losses and costs (including attorney's fees and costs) of any nature or type incurred as a result of, arising out of, or in any way connected with the use of the clubhouse.

In witness whereof, the undersigned resident has caused this Agreement to be executed as of the date indicated below.

Owner's Signature: _____ **Date:** _____