

**Crescent Springs Ranch Homeowner's
Association, Inc.**

Clubhouse Rental and Release Agreement

IN CONSIDERATION FOR CRESCENT SPRINGS RANCH HOMEOWNER'S ASSOCIATION, INC. (THE "ASSOCIATION") ALLOWING ME EXCLUSIVE USE OF THE ASSOCIATION'S CLUBHOUSE, EQUIPMENT AND FURNISHINGS THEREIN (HEREINAFTER, THE "CLUBHOUSE") I/WE THE UNDERSIGNED AGREE TO THE FOLLOWING CONDITIONS:

1. The date and time of the function is:

Date: _____ Start Time: _____ End Time: _____

Backup date and time (a/k/a second choice):

Date: _____ Start Time: _____ End Time: _____

2. The function will be attended by not more than 50 people (unless an exception is made by the HOA Board.
3. The fee for the use of the clubhouse over your requested rental time is \$35 per hour. The Clubhouse can be rented for a minimum of 2 hours and a maximum of 8 hours. This rental fee is due and payable upon submission of the agreement.
4. The rental of the clubhouse will not be used for any of the following (this list is not exhaustive):
- Use as a fitness center or gym.
 - Use as a bingo hall or gambling hall.
 - Any activity for profit to an individual or group (including garage sales).
 - Any other activities where the HOA Board of Directors deem that the entire CSR Association membership cannot benefit from a proposed activity or event as a whole.
 - Events that could threaten the health or safety of an owner or guest.
 - Events that display graphics or language that would be offensive to the ordinary person. In doing so will cause the forfeit of your deposit and may affect your ability for future events.
- Initial _____
5. There is NO fees or deposit due at the time of the rental of the clubhouse. If the clubhouse is found to be damaged or not returned in the same manner that it was presented to the renter after your event i.e. cleaned, swept, no visible damage to the wall, appliances, fixtures, electrical outlets, and lighting. If damage does occur, then the renter's account will be assessed as a deposit amount of two hundred and no/100 dollars (\$200.00). I further understand and agree that this deposit will be used to pay for cleaning and all damages resulting to the Clubhouse, its contents, or any other portion on the Clubhouse property, from my actions or any actions of persons present attending or in any other way related to my function. I understand that any charges made against my deposit will be explained. If the costs of repairs or cleaning exceed the amount of my deposit, I agree to pay the Association the full costs of all repairs and/or cleaning within ten (10) days of receipt of a written explanation of the damages and a bill from the Association for such repairs.

6. If I am a member of the Association, I agree that all costs, fees, and expenses incurred by the Association as a result of the use of the Clubhouse constitute a lien against my home and shall be fully collectible as such as provided for in the Association's governing documents. Subject to any deductions provided for herein, the deposit will be refunded in whole or in part by mail.

_____ Initial

7. If I am a tenant of a member of the Association, I expressly agree to be personally responsible for all deposits, fees and expenses incurred by the Association. I further agree that all such amounts shall be fully collectable from me and agree to pay all costs of collection, including attorney's fees, should it be necessary for the Association to use legal counsel to collect such amounts.
8. I am in good standing with the Association. I do not owe any delinquent amounts and do not have any outstanding violations.
9. I agree to indemnify and hold harmless the Association, its officers, directors, employees, agents and members (past, present and future) from any and all charges, claims, costs, causes of action, damages and liability (including but not limited to attorney's fees) for any claim or injury to either person or property suffered by me, my family members, employees, agents, servants, guests, invitees, any member of the Association or any other person which arise from or are in any way related to the above function.
10. I assume all responsibility, risks, liabilities and hazards incidental to the activities applied for (including but not limited to the serving of alcoholic beverages) and hereby release and forever discharge the Association, its officers, directors, employees, agents and members (past, present and future) from any and all claims, costs, causes of actions and liability for personal injury or death and damage to or destruction of property arising from my use of the Clubhouse and its appurtenances.
11. I am at least twenty-one (21) years of age and will be attendance at my function. I hereby agree and represent that the Clubhouse will be used for lawful purposes only, that it will not be used for commercial (i.e. for profit) activities, and that if any conduct at the function I am sponsoring violates this agreement or federal, state or local laws or ordinances, my right to use the Clubhouse under this agreement shall be terminated and the Association shall have the right to take possession of the Clubhouse and instruct my guests to leave the property. I understand that I am to remain on the Clubhouse premises for the total duration of the rental period.
- Initial
12. In the event of cancellation of my reservation ninety-six (96) hours or more before the rental date, the rental fee and deposit will be refunded in full. Cancellation after this time period will result in the forfeit of my full rental payment and return of my deposit.
13. Changes to the date and/or time of the event are subject to availability and must be made within ninety-six (96) hours or more before the rental date.
14. I agree to abide by all rules governing the use of the Clubhouse including:
- Parking: Vehicles parked on the street must not impede the flow of traffic or block a homeowners entry way into their residence. Cars that do impede entry may be towed at the car owner's expense. Please be sure that you convey this to your guests who are coming to your event. If your party ends after 11:00pm please remember that this is "quiet time" in the neighborhood and depart with minimal noise and disruption.

- Decorations may not be secured to the walls with push pins, nails, or any adhesive that will damage the paint. Decorations may not be hung from the ceiling fans or on the tv screen.
- Items rented for or delivered to your event (such as catering equipment, bounce houses, etc.) must be delivered to and removed from the Clubhouse during the time period you have rented.
- Alcohol and alcoholic beverages usage is prohibited, and I agree that it will NOT be served nor consumed inside and outside the clubhouse by me or my guest during the rental period.
_____ initial.

The Association assumes no liability for items left at the Clubhouse.

15. I agree and acknowledge that I must have my event completed and the Clubhouse cleaned (including returning all furniture to its original location and any folding chairs/tables returned to storage) by the end time of my rental agreement which is (the time) _____. Initial _____.
16. I agree that should my event not be completed, or close to completion by the rental agreement end time, the monitor has the right to take possession of the Clubhouse and instruct me to leave and some or all of my \$200.00 deposit may be forfeited. Initial _____.
17. I understand that my reservation of the Clubhouse on the aforementioned date will not be confirmed nor will this agreement be binding until such time as this agreement has been executed by me and by the Association and the necessary fees paid. Initial _____.
18. I have carefully read this agreement and understand its terms and agree to be bound thereby.
19. I understand the Clubhouse is under 24-hour video surveillance.

Homeowner Signature

Printed Name

Crescent Springs Ranch Address

Phone Number

Submit this application to the following email address: cresprin@ciramail.com