

## **Grove Hill Clubhouse Reservation Agreement**

In consideration for the Grove Hill Homeowners Association allowing me exclusive use of the Grove Hill Clubhouse facilities and equipment and furnishings therein, I, the undersigned, agree as follows:

1. I agree to reserve the Clubhouse of the Grove Hill Homeowners Association on the following date \_\_\_\_\_ under the terms and conditions set forth below.
2. I am reserving the Clubhouse facilities for the purpose of \_\_\_\_\_, which will be attended by \_\_\_\_\_ people, not to exceed the maximum occupancy of ninety-four (94) persons as posted by the Fire Marshal.
3. The function will be held between the hours of \_\_\_\_\_ and \_\_\_\_\_ and no later than 12:00 am. I understand that continued use of the clubhouse after the hours for which it has been reserved will constitute a breach of the agreement and may result in forfeiture of my right to reserve the facility in the future.
4. I will pay a Usage fee in the amount of \$100.00, due and payable upon submission of this agreement. A \$75.00 deposit is also required upon submission of this agreement and will be refunded if the Clubhouse is left in satisfactory condition.
5. I agree that in the case that the key submitted for use of the Clubhouse is lost or stolen, I will pay a \$50.00 fee to replace the key.
6. There will be no use of tacks, nails, or tape on the walls, floors, or window and door facings. All decorations must be attached to existing fasteners. No grills are allowed under the clubhouse patio. Should damages occur, I agree to pay the Association the full cost of all repairs within ten (10) days of receipt of a written explanation of the damages and a bill from the Association for such repairs. I agree that all repair expenses incurred by the Association for such repairs of the use of the Clubhouse under this agreement shall be considered as assessment and constitute a lien against my property and shall be fully collectible as such as provided under the Association's Declaration and by-laws.
7. I assume all responsibility, risk, 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.
8. I agree to indemnify and hold harmless the Association and its officers, directors, employees, agents, and members past, present, and future, from any and all claims, costs, causes of action and liability (including, but not limited to attorney fees) for any injury, to either persons or servants, guest invitees, or any member of the Association or any other person which arise from or in any way related to the activity, whether or not caused by the Association's negligence.

9. I assume all responsibility for the actions and behavior of all persons present at, attending, or in any way related to my function and agree to be personally responsible for causing all such persons to comply with the Association's Declaration, By-laws and Rules and Regulations. I acknowledge that violation thereof by any person present at, attending, or in any way related to my function may, at the soled discretion of the Association's Board of Reviews, result in forfeiture of my deposit.
10. I understand that I am being granted the exclusive use of the Clubhouse for the time period described above subject to the right herein reserved by the Association to enter the Clubhouse and terminate my use thereof should the conduct of any person using the facility endanger the health, safety, or well-being of any person or constitute a threat of any property.
11. I am at least twenty-one (21) years of age and will be in attendance at my function. I hereby agree and represent that the Clubhouse will be used for lawful purposes only and that if any conduct at the function I am sponsoring violates federal, state, or local laws or ordinance, my rights 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 guests to leave the property.
12. I understand that no music or amplification of sound will be played outside the Clubhouse and no grills are allowed under the Clubhouse patio roof.
13. I understand that smoking is prohibited inside the Grove Hill Clubhouse, but is permitted on the outside patio. I agree to provide the proper receptacles for smoking use.
14. I agree to clean the facilities after use. All waste products such as paper products, decorations, food, etc., should be bagged and taken from the premises. A Clubhouse committee member will inspect the premises after the function, using a reasonable determination of cleanliness.
15. 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 the Association.
16. I understand that any keys or security codes provided to me for the above mentioned event are for my use only and will not be given to anyone else. These keys should be returned within two hours of the end of the function.
17. I have carefully read and understand this form and the attached rules and agree to be bound by its terms.
18. I agree that any failure in part or in whole to adhere to the terms of this agreement may result in the forfeiture of all future access and/or use of the Clubhouse for private functions as determined by the Clubhouse Committee, Board of Directors, or other governing body of the Grove Hill Homeowners Association.

Name (please print):

Address:

Phone #:

Work #:

Email:

Signature:

Date: