

Montgomery Walk Condominium Association Clubhouse Rental Application And Agreement

APPLICANT _____

ADDRESS _____

PHONE _____
(Home) (Work) (Cell)

EVENT DATE _____

Owner () Tenant () _____
Unit Owner signature designating approval

TIME OF EVENT FROM _____ TO _____
No later than 9.00pm

TYPE OF EVENT _____

EXPECTED ATTENDANCE # _____
(Not to exceed 75 people)

ALCOHOL TO BE SERVED (?) _____ YES _____ NO
(Not to exceed 75 people)

The Applicant agrees to the following terms and conditions regarding the above application for rental of the Montgomery Walk Clubhouse.

1. The Clubhouse may be rented only by Unit Owners and Tenants that are at least 21 years of age. The Clubhouse is available for private (i.e. functions only). No fee may be charged for admission to the event. All rentals are subject to the availability of the requested date, and to the availability of a representative of the Montgomery Walk Condominium Association to conduct the pre and post inspections and subject to the rules, regulations and conditions set forth below, and must be confirmed in writing by the Association.

2. The Clubhouse is a non-smoking facility. Smoking is not permitted in the Clubhouse or on the Clubhouse grounds.

3. Underage drinking (under 21) is strictly prohibited. The Applicant is responsible to ensure that there is no consumption of alcoholic beverages by minors, and that guests do not engage in any other illegal activity. No fee or charges may be collected for alcoholic beverages.

4. All activities must be conducted within the confines of the Clubhouse Main Area. This includes Great Room, Theatre, Kitchen and Lower Level Rest Rooms. This includes but is not limited to the consumption of alcoholic beverages. The Applicant must remain at the Clubhouse during the entire event.

5. Occupancy in the Clubhouse, and participation in any private events, is limited to 75 persons.

6. Decorations are limited to table decorations, Scotch tape, pins, etc. may not be used on the walls, woodwork or ceilings. Loose balloons are not permitted. Balloons may be used only in weighted bouquets, to prevent entanglement in ceiling fixtures. Confetti may not be used in the Clubhouse. If any item becomes entangled in ceiling fixtures, the Association's maintenance contractor will remove them and the cost will be charged to the Applicant's security deposit.

7. Pets are not permitted on the Clubhouse property.

8. Vehicles may be parked only in the parking lot at the Clubhouse.

9. The Applicant agrees to leave the Clubhouse and all Association facilities in the same condition and the furniture set up as they were before the event. Furniture must be carried, and may not be dragged or pulled on the floor when being moved.

10. All events must end by 9:00 pm. The Applicant must clean up within one hour of the end of the event (no later than 10:00 pm), and remove all personal property and trash generated by the event. Trash from the event shall be placed in your own plastic trash bags in the trashcans in the Clubhouse parking lot. The Applicant is responsible for the cleaning of the Clubhouse, as follows:

- (a) Clearing of the kitchen and removal of all food.
- (b) Proper storage of dishes, glasses, mugs and utensils provided by the Association.
- (c) Removal of all trash and event decorations from the building.
- (d) Return all tables and chairs to storage area.
- (e) Turn off all lights when leaving.

11. Refund of the Applicant's security deposit shall be dependent upon the condition of the facilities and shall be made at the discretion of and determined by the representative of the Executive Board. Violation of any part of this Rental Agreement will result in forfeiture of the deposit. The Security Deposit will not be refunded if:

- (a) There is any damage to furniture or any item in the Clubhouse.
- (b) There are any items missing from the Clubhouse.
- (c) The Clubhouse is not cleaned properly.
- (d) There is any type of written complaint from nearby residents about excessive noise or disorderly conduct during the event.

Initials

12. Unless specified in writing between the homeowner and the Association, the Applicant will be met one hour before the start of the event for the pre-inspection. At the pre-inspection, the Applicant will have the opportunity to inspect the premises for any previous damage or unsatisfactory conditions. The Applicant and the representative will record any such conditions. The representative will return one hour, or at such other time they shall so choose, after the event ends to ensure that there is no damage and/or problems. It is the responsibility of the homeowner to contact the representative of the Executive Board for the purpose of scheduling the pre and post inspections.

13. If damages exceed the Security Deposit, the Unit Owner will be assessed for all extra costs. If not paid promptly, such costs will be applied to the Association Fee Account and will be subject to the same collection procedures as regular Association Fees. The Montgomery Walk Condominium Association reserves the right to determine the extent and cost of repairing any damage.

14. Applicant agrees to indemnify and hold harmless the Montgomery Walk Condominium Association, its agents, servants and employees, from and against any and all suits, actions, damages, claims, liability expenses (including court costs and reasonable attorneys' fees) in connection with any loss of life, bodily or personal injury or property damage suffered, or claimed to have been suffered, by Applicant, their guests, invitees or any other person or persons, arising from or out of any occurrence, or use by Applicant, or their guests, invitees, or any other person or persons of the Clubhouse or other Association facilities or any part thereof.

15. A Certificate of Insurance reflecting liability coverage in the amount of \$1,000,000 is required for any event in the Clubhouse (event insurance). If alcohol is being served, a host liquor endorsement is required. No charges or fees may be collected for alcohol. The Certificate Holder shall be the homeowner and the Montgomery Walk Condominium Association and all of its manager, directors and officers shall be named as an Additional Insured.

16. Applicant may cancel this Application and Agreement, without penalty, at any time up to thirty (30) days prior to the event. If the event is cancelled less than thirty (30) days prior to the event, a cancellation fee of \$100 will be assessed and may be deducted from the security deposit.

Date: _____
Date: _____

Applicant

Applicant

* * *

For Association Use Only

Representative Assigned: _____

Security Deposit Received: _____ Returned: _____