**LAKE CAPRI HOMEOWNERS ASSOCIATION, INC.**

**CLUBHOUSE RESERVATION AND USE AGREEMENT**

Revised: January 19, 2023

In consideration for Lake Capri Homeowners Association, Inc. (the “Association”), allowing me the exclusive use of the Lake Capri Clubhouse and equipment and furnishings therein (the "Clubhouse"), I, the undersigned member of Lake Capri Homeowners Association, Inc. agree as follows:

1. I agree to rent the Clubhouse on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, under the terms and conditions set out below. I understand that I only will be permitted to rent the Clubhouse if I am current in all assessments and other charges owed to the Association. I understand that reservations will be made **no more than 90 days** in advance for members. This timeframe is exclusive of Association and Women’s Club events. I also understand that the clubhouse can only be rented 3 times per year per member household.

2. I am renting the Clubhouse for the purpose of which will be attended by not more than forty (40) people. It is understood and agreed that the Clubhouse will not be used for commercial purposes of any nature.

3. I understand that I am being afforded the exclusive use of the Clubhouse only and that if the lake area is open and used during the function, then use of the lake by persons attending my function is nonexclusive and such persons will not interfere with the use of the lake and lake area by persons not attending my function.

4. The party or other function will be held between the hours of \_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_. I understand that continued use of the Clubhouse after the hours for which it has been reserved will constitute a breach of this Agreement and will result in forfeiture of my deposit.

5. I will make a non-refundable rental fee payment of $150.00 to the Association ($50.00 of this $100.00 is for covid sanitizing fee) and a refundable deposit in the amount of $100.00 upon submission of this Application and Agreement. I understand and agree that this deposit will be used to pay for cleaning costs and any and all damages resulting to the Clubhouse, its contents, or any other portion of the Association property from my actions or any actions of persons present at, attending, or in any other way related to my function. I understand that any charges made against my deposit will be explained. If costs of repairs exceed the amount of my deposit, 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 deposits, fees, and expenses incurred by the Association as a result of the use of the Clubhouse under this Agreement shall be considered an assessment and constitute a lien against my property and shall be fully collectible as provided for in the Association's Declaration and Bylaws.

6. I assume all responsibility, risks, liabilities, and hazards incidental to the activities applied for and hereby release and forever discharge the Association, its officers, directors, employees, agents, and members, present, past, and future, from any and all claims, costs, causes of action, and liability for personal injury or death and damage to or destruction of property arising from my use of the Clubhouse and its appurtenances. I further acknowledge and agree that no alcoholic beverages will be served, consumed, sold, manufactured or made at the function.

7. I agree to indemnify and hold harmless the Association, its officers, directors, employees, agents, and members, present, past, and future, from any and all charges, claims, costs, causes of action, damages, and liabilities (including but not limited to attorney’s fees) for any and all injuries, 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 function and/or the rental or use of the Clubhouse.

8. I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to my function and agree to be personally responsible for causing all such persons to comply with the Association's Declaration, Bylaws, and Rules and Regulations. I acknowledge that violation of any provision of these documents by any person present at, attending, or in any other way related to my function may, in the sole discretion of the Association's Board of Directors, result in immediate termination of the function and forfeiture of my deposit.

9. 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 to any property.

10. **I am a member of the Association, at least twenty-one (21) years of age and will be in attendance at my function at all times during 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 ordinances, my rights to use the Clubhouse under this Agreement shall terminate. The Association shall have the right to take possession of the Clubhouse and instruct my guests to leave the property.

11. In the event of cancellation of my reservation, notification of **seven days or more** before the rental date will be given for the deposit, and the rental fee to be refunded in full. Cancellation after this time period may result in the forfeiture of the deposit. The Clubhouse chairperson and another board member will receive the notification of cancellation.

12. Subject to those deductions provided for in this Agreement, the deposit will be refunded in whole or in part by mail or personal delivery.

13. I acknowledge that I have received a copy of the Clubhouse rules and the clean-up checklist attached hereto and incorporated herein.

14. 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.

15. I understand that no amplified music of any sort, including speakers or DJs, are allowed on the beach or outside the clubhouse during the period of this rental and that any violation of this provision will constitute a breach of the Clubhouse Reservation and Use Agreement.

16. I have carefully read and understand this rental form and agree to be bound by its terms.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Phone Number Name (Please Print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Daytime Phone Number

## FOR ASSOCIATION USE ONLY

Deposit $\_\_\_\_\_\_\_ and Rental Fee $\_\_\_\_\_\_\_\_ paid on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

AGREED TO AND ACCEPTED BY

LAKE CAPRI HOMEOWNERS ASSOCIATION, INC.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#### Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deposit Returned:

Amount $

Date:

Description of Damages Deducted From Deposit:

# CHECKLIST FOR CLEAN‑UP

**(Items on this checklist must be completed after the party, before leaving.)**

# RULES FOR CLEANING CLUBHOUSE

# EACH OF THESE ITEMS SHOULD BE CHECKED OFF AS YOU CLEAN THE CLUBHOUSE.

**Tables and chairs are to be set up and taken down by the party using the clubhouse.**

**All tables and countertops are to be cleaned thoroughly.**

**Empty garbage cans in the kitchen and trash can in the bathroom. Garbage needs to be kept bagged and disposed of in the trash container outside. If it is full, then you must take the garbage home for disposal.**

**Mop the kitchen floor and vacuum the carpet.**

**There is a broom, mop, dustpan, and vacuum cleaner in the kitchen closet.**

**IF YOU USED ANY TYPE OF CONFETTI, PLEASE SWEEP UP OR VACUUM UP ALL TRACES OF THE CONFETTI.**

**Do not leave anything in the refrigerator or freezer (including ice).**

**IF YOU SPILL SOMETHING IN THE REFRIGERATOR, YOU MUST CLEAN IT UP.**

**IF YOU USE THE STOVE (BURNERS OR OVENS), YOU MUST MAKE SURE IT IS CLEAN BEFORE YOU LEAVE THE CLUBHOUSE.**

**NO ALCOHOLIC BEVERAGES OF ANY KIND ARE ALLOWED IN THE CLUBHOUSE OR ON THE BEACH!!!!**

**PLEASE watch your children so there won’t be any injuries!!**

**If you must rearrange any furniture, then be sure to move it back to its former location.**

**USE ONLY MASKING TAPE ON THE WALLS OR BEAMS; ANY OTHER TAPE WILL PULL OFF THE PAINT WHEN REMOVED.**

**DO NOT TIE ANYTHING TO OR ON THE CEILING FANS.**

**DO NOT REMOVE ANY FURNITURE (INCLUDING TABLES & CHAIRS) FROM INSIDE THE CLUBHOUSE.**

**TURN THE THERMOSTAT TO THE “OFF” POSITION BEFORE LEAVING CLUBHOUSE.**

**IF YOUR PARTY USES THE BEACH, THEN PLEASE SWEEP SAND OFF THE PORCH, STEPS AND WALKWAY!!**

**NO ANIMALS ARE ALLOWED IN THE CLUBHOUSE OR ON THE BEACH.**

**THE PERSON RENTING THE CLUBHOUSE MUST BE IN ATTENDANCE AT THE FUNCTION.**

**ALL THESE ITEMS WILL BE CHECKED OFF BY CLUBHOUSE CHAIRMAN AFTER YOUR USE OF THE CLUBHOUSE AND BEFORE THE REFUND OF THE DEPOSIT.**