

**MONMOUTH WALK CONDOMINIUM ASSOCIATION
CLUBHOUSE RENTAL AGREEMENT**

THIS AGREEMENT for use of the Clubhouse, dated this _____ day of _____, 2016, between Monmouth Walk Condominium Association (hereinafter the "Association") and _____ (hereinafter the "Unit Owner") residing at _____.

The Unit Owner has requested the Association to utilize all or a portion of the Clubhouse for a social gathering (_____) to be conducted, or sponsored, by the Unit Owner on _____, 2016, between the hours of _____ and _____.

The Clubhouse shall be available to the Unit Owner on the following conditions:

1. The Clubhouse shall be available for private functions.
2. The Clubhouse must be vacated no later than one o'clock AM.
3. The Clubhouse shall be left in "broom clean" condition. Such cleaning shall be the responsibility of the unit owner requesting the use of the Clubhouse and shall include, but not be limited to, vacuuming, general clean-up, wiping off counter tops and collecting and removing garbage from the Clubhouse grounds, parking lot and premises. If the Clubhouse is not left in the same condition it was found, i.e., if any trash is left behind, etc., the cost to remove the trash will be deducted from the security deposit. Trash bags should be securely tied and taken to the dumpster on your courtyard. **DO NOT TAKE THE GARBAGE TO THE DUMPSTER ON ARLENE COURT UNLESS YOU LIVE ON ARLENE COURT.**
4. Prior to the commencement of the private function, the unit owner, or its representative, and a member of the Board or its representative shall inspect the Clubhouse and make note of any damage found in the clubhouse or in its exterior. Any damage not noted on this walk-through shall be deemed to have been caused by the use of the Clubhouse for the function and shall be the responsibility of the Unit Owner as set forth herein. Both the unit owner, or its representative and the Board member, or its representative, must sign the walk-through list.
5. On the day immediately following the private function on or before 12:00 o'clock noon or within a 24 hour period agreed upon with the Board representative, the Unit Owner, or its representative, and the same Board member or representative shall re-inspect the Clubhouse, the parking lot and grounds and note any additional damage to the facility.

6. The Unit Owner shall be personally responsible for any damage to the facility and grounds not previously noted on the walk-through inspection conducted prior to the private function.

7. Prior to receiving permission to use the Clubhouse, a refundable security deposit in the amount of **\$250.00** shall be required by check and shall be paid within one (1) week of the function. The paid deposit shall be returned to the Unit Owner provided there is no damage caused to the Clubhouse facility, grounds or parking lot as aforesaid. In the event of damage to the Clubhouse facility, grounds or parking lot, the cost of repair or replacement shall be taken from said deposit and the unused portion thereof, if any, shall be returned to the Unit Owner. In the event that the cost of repair or replacement shall exceed the sum of the deposit, or if any part of the repair or replacement is unpaid by the Unit Owner, the unpaid cost of such repair or replacement shall constitute a lien on the Unit Owner's property and may be collected as set forth in the Association's By-Laws.

8. A non-refundable rental charge of **\$250.00** shall be collected to cover the cost of electricity, wear and tear and heat due to the Unit Owner's use of the Clubhouse.

9. All persons attending the private function shall park only in the Clubhouse parking area.

10. The Unit Owner shall be responsible for securing the Clubhouse upon the termination of the function. This requires that the Unit Owner physically inspect all windows, doors and sliding glass doors to insure that they are locked. The Unit Owner must further lock the front door to the Clubhouse and turn off all lights.

11. The Unit Owner shall be responsible for ensuring that the grounds surrounding the Clubhouse including the parking lot are free from litter or refuse and debris created as a result of use of the Clubhouse. Caterers are not permitted to park their vehicles on the lawn or sidewalks. Any cost to restore these areas will be billed to The Unit Owner.

12. The Unit Owner shall receive a copy of these Rules and must acknowledge his or her agreement to abide by the terms therein, as well as personally indemnify and hold harmless the Association for all damage to the Clubhouse as set forth above by signing the Indemnification clause at the end of this Agreement.

13. The Unit Owner agrees that not more than 172 persons shall be permitted to attend the gathering.

14. The use of the pool and tennis courts is strictly prohibited.

15. The Unit Owner may invite non-residents of Monmouth Walk as guests. The Unit Owner will be responsible for insuring that the guests conduct themselves in a proper fashion and in a manner that will not disturb the use of other Association facilities and common elements by other residents and guests. A guest ' is considered anyone whom the Unit Owner allows to enter the Clubhouse or surrounding premises during his or her use of the Clubhouse.

16. The Unit Owner will not use the Clubhouse for any purpose or activity prohibited by law.
17. The Unit Owner will comply with any and all governmental statutes, regulations or ordinances including but not limited to requirements relating to fire safety and agrees to indemnify the Association and defend them and hold them harmless for any violations thereof including but not limited to any penalties assessed.
18. Renters of units have the privilege of renting the Clubhouse only if the owner of their unit signs this Agreement and takes full responsibility for compliance with its terms.
19. The parties have indicated their acceptance of the terms contained above by signing this Agreement, and also certifying that they are unit owners and members in good standing.
20. Monmouth Walk Condominium Association functions shall have preference over private Unit Owner's functions.
21. If the Clubhouse is to be used for children's party (18 years or younger) there shall be one adult for every ten children in attendance.
22. Absolutely no pets of any kind shall be permitted in the clubhouse for any reason.
23. The Unit Owner agrees to indemnify, defend and hold harmless the Association from any liability from the Unit Owner's use of the Clubhouse including but not limited to damage to person or property.
24. All parties are subject to the approval of the Board. The Association reserves the right to terminate any rental which in the sole judgment of the Board is inappropriate or results in unlawful conduct or activities which violate the Rules and Regulations of the Association.
25. The Association reserves the right to deny future rental of the Clubhouse for at least one year from the date of original rental to any Unit Owner whose rental of the Clubhouse results in damage to the Clubhouse, parking lot or grounds.
- 26. The Unit Owner is required to provide the Association with a certificate of insurance for their condominium insurance policy. The certificate of insurance must indicate a minimum amount of personal liability coverage of \$ 500,000.**
- 27. Alcoholic beverages are permitted in the clubhouse only if the unit owner provides a certificate showing host liquor liability coverage.**

28. Clubhouse will only be rented to unit owners in good standing with maintenance fees and any other charges and requirements due to Monmouth Walk.

29. Rental date remains open until Agreement is signed and returned with Rental Fees and Insurance Letter.

30. Nothing can be hung, taped, tacked, nailed or affixed in any way to any painted surface of the clubhouse. All party decorations, crepe paper, signs and other items may be affixed only to the glass windows and doors and must be completely removed by the renter. The cost to remove the remains of any decorations will be charged against and deducted from the rental deposit.

31. I _____ agree to personally indemnify and hold harmless Monmouth Walk Condominium Association from all damage, injury and liability caused or resulting from my use, and my guests use, of the Clubhouse facility. I agree to abide by all the rules and regulations established by the governing body, a copy of which is acknowledged, and I will ensure that my guests abide by the rules and regulations. I understand that any damage not noted on a pre-usage walk through shall be deemed to have been caused solely by me or my guests use of the facility and that I shall be responsible for the cost of repair or replacement of such damage and return of the facility to the same condition as it was when I used the clubhouse for my private function. I further understand that the **\$250.00** deposit previously given shall be used to cover the cost of such damage and any additional cost or failure to pay the full amount of the damage shall constitute a lien on my property to the extent that the cost of damage remains unpaid.

Members Signature: _____

Print Name: _____

Address: _____

Phone (home): _____

Phone (work): _____

Return the Agreement fully executed with the following:

(1) Rental Fee \$250.00

(2) Deposit \$250.00

(3) Certificate of Insurance