

CROSSWINDS CONDOMINIUM ASSOCIATION
Clubhouse Rental Agreement

This Clubhouse Rental Agreement ("Agreement") is for the exclusive rental of the Crosswinds Condominium Clubhouse is hereby executed by Crosswinds Condominium Association ("Association") and _____ ("Co-owner"), a Co-owner in good standing, whose address is _____.

The Co-owner requested permission from the Association to utilize the Clubhouse for a social event hosted by the Co-owner on _____ 20__, between the hours of _____ (approximate start time) and _____ (approximate end time) for the purpose of _____ (the "Event"). **Use of the Clubhouse extends only to the Clubhouse gathering space, and no one may utilize the pool or pool enclosure.**

Association has agreed to make the Clubhouse available to the Co-owner under the following conditions:

1. The Clubhouse is available for private functions only. Prior to the Event, the Association shall provide Co-owner an electronic access code to enter the Clubhouse. Along with this Agreement, Co-owner shall submit a non-refundable Rental Fee of \$100.00 and a refundable \$300.00 Damage Deposit. The Association reserves the right to revoke the reservation at any time prior to the Event but shall refund the Co-owner the Rental Fee.
2. The Damage Deposit shall be returned to the Co-owner provided: (i) there is no damage to the Clubhouse or Common Elements of the Condominium; (ii) all contents of the Clubhouse remain therein; (iii) the Clubhouse has been properly cleaned and restored in accordance with the attached Clubhouse Rental Rules; and (iv) no other provision of the Agreement has been violated. In the event of damage or missing items, or if the Clubhouse was not properly cleaned or restored in accordance with the attached Clubhouse Rental Rules, all costs of cleaning, maintenance, repairs and/or replacement shall be deducted from the Damage Deposit and the unused portion, if any, shall be returned to the Co-owner no less than five (5) business days after the Event. The Association shall determine the need for cleaning, maintenance, repair and/or replacement under this Section in its sole discretion. Any cleaning, maintenance, repair and/or replacement costs exceeding the Damage Deposit shall be deemed an assessment and shall be levied against the Co-owner's Unit and collected from the Co-owner in accordance with Article III of the Condominium Bylaws.
3. Co-owner shall comply with the attached Clubhouse Rental Rules, which are hereby adopted and made part of this Agreement.

4. The Clubhouse must be cleaned and vacated no later than 11:00 p.m. Sunday through Thursday and midnight on Friday and Saturday.
5. If the Co-owner is serving alcohol, the Co-owner shall obtain special event liability insurance, which shall be presented to the Association prior to the Event. The Co-owner will comply with all statutes, regulations and local ordinances relating to the use and service of alcoholic beverages.
6. The Co-owner shall be in attendance throughout the entire event.
7. The Clubhouse is smoke free, and the use of tobacco or marijuana inside the Clubhouse is expressly prohibited.
8. Co-owner agrees to indemnify, defend and hold harmless the Association and AML, and their officers, directors, agents, insurers, attorneys, employees and representatives from any and all liability, damages, costs and attorney fees relating to or arising out of the Event or use of the Clubhouse by the Co-owner or the Co-owner's visitors, guests or invitees including, but not limited to, injury to persons or property.
9. Association reserves the right to immediately terminate the rental and instruct the Co-owner and the Co-owner's visitors, guests and invitees to vacate the Clubhouse when, in the sole judgment of the Association, Clubhouse use is offensive, creates a nuisance or breaches this Agreement. Examples include but are not limited to: (i) excessive noise; (ii) litter on the Common Elements; (iii) parking violations; (iv) loitering outside the Clubhouse; and (v) fighting. Failure of the Co-owner to abide by this Agreement, or the Clubhouse Rental Rules, shall result in the forfeiture of the entire Damage Deposit and the Association refusing to rent the Clubhouse to the Co-owner in the future.
10. Association is not responsible for any personal property or other belongings left by Co-owner or Co-owner's visitors, guests or invitees.

Date

Co-owner

Date

Association

CLUBHOUSE RENTAL RULES

1. Maximum capacity of 50 people inside the Clubhouse.
2. Event guests shall only park in designated "Guest" parking spaces. Guests shall not park in assigned parking spaces, in designated "no parking" areas, on the street or on the lawn or walkways. **There may be insufficient Guest parking spaces for the Event and appropriate arrangements should be made.**
3. Co-owner may utilize existing tables and chairs inside the Clubhouse, which shall be returned to their original location at the conclusion of the Event. Clubhouse tables and chairs shall not be moved outside the Clubhouse. Co-owner may utilize the refrigerator, stove and microwave. No other appliances are provided.
4. Doors to the Clubhouse must always be kept closed. If the air conditioning system is in use, the windows must be closed.
5. During the summer months the thermostat should be set at 80 degrees upon vacating the Clubhouse. At all other times, the thermostat should be set at 60 degrees upon vacating the Clubhouse.
6. Live music and lit candles are prohibited.
7. Only freestanding decorations, without glitter and sparkles, are permitted. No decorations are permitted outside the Clubhouse. No decorations may be attached to the walls, ceiling, woodwork, light fixtures, furnishings, tables and chairs.
8. All trash and refuse must be removed from the Clubhouse at the conclusion of the event and properly disposed of.
9. Satisfactory cleaning of the Clubhouse includes:
 - Sweeping and mopping all floors.
 - Cleaning sinks, countertops and toilets.
 - Cleaning appliances.
 - Turning off lights.