

Resident's Rental Agreement

The undersigned requests permission to rent and use the Enclave Clubhouse.

The undersigned is a renter of Enclave. _____.

The undersigned wishes to use to clubhouse on the date of _____ 20____, for the time period of _____ to _____. FEES: The undersigned agrees to pay a \$150.00 refundable security deposit, and a \$100.00 non-refundable reservation fee, at the time this agreement is signed. For catered events, for groups of 50 or more, ending after 10:00 pm, such as a wedding, banquet, etc... a \$150.00 non-refundable cleaning fee will also be required.

If the clubhouse is cleaned up after the event and no property is damaged, the \$150.00 security deposit will be refunded. If the resident does not wish to clean up after their event themselves, but wishes to have the cleaning company come in and clean, then the \$150.00 deposit/cleaning fee will not be refunded, but used for the cleaning services. No cleaning supplies are provided by the Association, but the owners may use the vacuum cleaner and broom located in the cleaning closet.

The undersigned agrees to inspect the Clubhouse prior to acceptance and to show the condition in the "Check -In Condition" form, attached as Exhibit B. Upon inspection after the event, any items found to be not in good condition will be repaired or replaced as necessary. The undersigned agrees to forfeit the security deposit and pay costs of any repairs and/or replacement of items damaged that exceed the \$150.00 deposit/cleaning fees.

It is understood that the property management company or the developer will inspect the Clubhouse including furniture, window coverings, equipment and the area surrounding the Clubhouse, before and after use by the undersigned.

The undersigned further agrees that no alcoholic beverage of any sort will be served to any minor or intoxicated person. Alcohol is allowed at rental functions, if and only if, an alcohol deposit of \$150.00, is received in advance. A \$500.00 fine shall apply for any and each violation. Refund of the deposit shall be contingent upon final inspection after the function, assuming no damages or violation of these rules.

Further, the resident and all attendees shall indemnify and hold Enclave harmless from any such claims, damages, suits, including all attorney's fees and court costs that may result from, or arise out of the presence of alcohol on the property. All federal, state and local laws related to alcohol shall be followed at all times. _____

Signature of undersigned

The undersigned agrees to abide by Enclave's rules and policies for the Clubhouse, attached as Exhibit A, as well as the other specific rules listed in this agreement.

The undersigned hereby releases and shall hold harmless and indemnify Enclave and the employees, contractors, agents, affiliates, and related entities thereof for all claims, attorney's fees, and other costs or liabilities incurred by or asserted against any of the foregoing as a result of use of the Enclave Clubhouse owner or owner's tenants or guests.

Enclave Management Company

Enclave Resident

Signature: _____

Print Name: _____

Date Signed: _____

Number of invitees: _____