

ALMADALE FARMS CLUBHOUSE

1851 Hartwell Manor North

Collierville, TN 38017

Phone (901)861-3474 or (901)861-1028

THE CLUBHOUSE IS AVAILABLE FOR RENTAL BY HOMEOWNERS FOR THEIR PERSONAL USE ONLY. OUTSIDERS SUCH AS CO-WORKERS, FRIENDS OR FAMILY CANNOT RENT IT.

- 1) Rental Fee - \$75.00 – please call at least 14 days in advance.
- 2) Security Deposit - \$150.00 – Refundable if Clubhouse is left undamaged and cleaned. Host is responsible for his/her guests.
- 3) Any activity hosted by a Homeowners committee and/or organized on behalf of Almadale Farms will be rent-free. A 24-hour notice must be given to reserve the Clubhouse.
- 4) Applications must be filled out completely, signed and dated.
- 5) Two checks, one for the rental fee and one for the deposit must accompany applications for reservation of the Clubhouse.
- 6) Clubhouse must be left in the same condition as when rented. Cleanup must be completed immediately after use. A Staff or Board member will inspect the Clubhouse after each use. If we have to clean after rental, a \$75.00 charge will be deducted from the security deposit.
- 7) If the carpet is soiled or stained, a \$100.00 charge will be deducted from the security deposit. Any furniture or fixtures broken or damaged will be repaired or replaced at the expense of Homeowner renting the Clubhouse.
- 8) No live bands. No dancing without required proper flooring.
- 9) No smoking is allowed in the Clubhouse or restrooms.
- 10) Clubhouse rental does not include use of the pool or pool deck.
- 11) Homeowners must be current on their dues to rent the Clubhouse.
- 12) Keys must be turned into the office the next business day. The deposit will not be returned until the keys are returned.
- 13) In case of an emergency, call Kathie Jones at 854-8917 or Daphne at 861-3474.

Signature

Date

**ALMADALE FARMS CLUBHOUSE
1851 HARTWELL MANOR NORTH
COLLIERVILLE, TN 38017**

PHONE (901) 861-1028 or (901) 861-3474

RESERVATION FORM

The undersigned acknowledges that they have reserved the Clubhouse facility for their personal use on the date below. By signing this Agreement, the undersigned will be responsible for the exterior and interior of the Clubhouse, its grounds and all contents including furniture, fixtures and equipment.

The Rental Fee of \$75.00 must be escrowed on the date of this Agreement, along with a \$150.00 Security Deposit. The Rental Fee will not be refunded in the event of cancellation. The Security Deposit will be refunded in the event of cancellation.

Date of Reservation: _____

Purpose: _____

Owner's Name & Phone: _____

READ AND SIGN THE ATTACHED FORMS:

- 1) RELEASE AND HOLD HARMLESS AGREEMENT
- 2) CLUBHOUSE RENTAL, RULES AND REGULATION

MAKE CHECKS PAYABLE TO: ALMADALE FARMS HOMEOWNERS ASSOCIATION

SIGNATURE

DATE

ALMADALE FARMS CLUBHOUSE
RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement is executed and delivered this _____ day of _____, 2003 by the undersigned (“First Party”) to Almadale Farms Homeowners Association (“Second Party”).

Witnesseth:

Recitals: The First Party desires to use certain recreational and similar facilities owned by Second Party, such facilities being described as follows:

Almadale Farms Clubhouse (“the facility”). As a condition to permitting the use of the Facility, First Party has agreed to execute and deliver this Release and Hold Harmless Agreement to Second Party.

NOW, THEREFORE, in consideration of the sum one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the First Party, for itself and its heirs, successors, assigns and legal representatives and for and on behalf of any person either invited or permitted by First Party to the Facility, does hereby release, acquit, and discharge the Second Party, its officers, directors, owners, members, agents and employees, from any and all liabilities, claims, demands, judgments or damages, however occurring, which arise out of or in connection with or which are in any way related to the First Party’s use of the Facility.

In addition to the foregoing release, the First Party agrees to indemnify and hold harmless the Second Party and its officers, directors, owners, members, agents and employees, from any and all liabilities, claims, demands, judgments and damages, whether asserted, arise out of or in connection with or in any way are related either directly or indirectly to the use of the Facility by the First Party or by any other person or entity that the First Party invites to or permits to use the Facility.

To the fullest extent permitted by applicable law, the foregoing release, indemnity and hold harmless agreement shall be effective notwithstanding any claim or determination that Second Party or any officer, director, owner, member, agent or employee has or may have been negligent in the ownership, use or operation of the Facility, excepting only the gross negligence or intentional wrongdoing of the Second Party.

This Release and Hold Harmless Agreement shall inure to the benefit of the Second Party and its officers, directors, owners, members, agents and employees and shall be binding upon the First Party and its successors and assigns.

IN WITNESS WHEREOF, this Release and Hold Harmless Agreement has been executed and delivered on the day and year first above written.

First Party