

ALMADALE FARMS CLUBHOUSE RENTAL AGREEMENT

NAME: _____

ADDRESS: _____

PHONE NUMBER: _____ DATE & TIME REQUESTED: _____

PURPOSE & NUMBER OF GUESTS EXPECTED: _____

FEES

A rental fee of **\$100.00** and security deposit fee of **\$500.00** are due at the time of reservation (**2 separate checks payable to Almadale Farms HOA**). The security deposit will be returned in full if the clubhouse is undamaged and cleaned according to the cleaning specifications. Homeowner will be liable for any damages to the clubhouse. Rental agreement and checks check may be mailed or dropped off at Keith Collins Company, 3036 Centre Oak Way, Germantown, TN 38138.

- The Clubhouse is available for rent by homeowners for their personal use only.
- Homeowners must be current on their dues to rent the Clubhouse.
- Homeowner must be present throughout the duration of the event.
- Capacity is 35.
- Clubhouse closes at 10:30pm.
- Adjust thermostat to desired temperature *well in advance* of your event in order to give the unit ample time to adjust. Remember to return to the previous setting.
- **NO** glitter or confetti can be used in the clubhouse. **NO** tape, thumbtacks, nails, screws, etc. can be used to affix anything to the walls or woodwork that might cause damage.
- Cleanup must be completed immediately after use. A Board member will inspect the clubhouse after each use. If we have to clean after rental, a \$100.00 charge (or more, depending on extent of clean-up) will be deducted from the security deposit.
- Do not leave food or drinks in the refrigerator.
- Remove all trash and place in outside trash bins.
- Any furniture, fixtures or floor tiles broken or damaged will be repaired or replaced at the expense of Homeowner renting the Clubhouse.
- No smoking or vaping is allowed in the Clubhouse or restrooms.
- Please make sure ALL doors (front, side & interior bathroom door) are locked when you leave after the event.
- Violation of any of the above conditions may result in loss of deposit and/or fines.
- A 24-hour notice must be given to reserve the Clubhouse for an activity organized on behalf of Almadale Farms. The rental fee and deposit fee will be waived.
- **CLUBHOUSE RENTAL DOES NOT INCLUDE USE OF THE POOLS OR POOL DECK.**

NOTE: This reservation is not confirmed until monies due for the rental are received for the clubhouse and this form is signed by the Resident. By signing, Resident agrees to all terms of rental as listed in the Rental Agreement. Deposit will be refunded with satisfactory cleaning performed per attached checklist and there are no damages.

The renter/homeowner holds harmless the Homeowners Association for any liability suit arising from this function. Reserving party hereby releases the Almadale Farms HOA, its officers and directors, from all claims, liability, costs and expenses that may be suffered or incurred by reserving party or any of his guests at or in connection with reserving party's use of the Clubhouse and adjacent premises.

Resident Signature: _____

ALMADALE FARMS CLUBHOUSE
RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement is executed and delivered this _____ day of _____ 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.

Resident Signature: _____