



COUNTRY CREEK CLUBHOUSE AGREEMENT

The resident will:

1. Supply photo identification showing current street address in Country Creek.
2. Supply two checks,
 - One for the desired time of clubhouse use
 - One as a deposit of two hundred dollars (\$200.00) for cleaning and damage.
 - All checks will be dated the date of the function.
 - The community will refund the deposit once the staff has checked the clubhouse and found every thing in order.

Clubhouse Rules:

1. Leave the clubhouse and the surrounding area clean and trash free.
2. Enter and leave the facilities in the required booked time.
3. Sign the liability waver.
4. The clubhouse is restricted to your use during the appointed period.
5. Guests are not restricted from using the amenities as per general rules, regulations, and restrictions but are limited to 5 guests per homeowner.
6. The maximum capacity of the clubhouse and surrounding areas is fifty persons (50).
7. The clubhouse cannot be used for commercial enterprise unless the board approves it in advance.
8. Smoking is not allowed.
9. The hours of operation are 9am through 9pm. There is a closing fee of \$15.00 after 9pm to 11pm.
10. The community will deduct from the deposits
 - a. Any use related expense, such as: Leaving the clubhouse dirty and the garbage left behind.
 - b. Leaving the clubhouse after the booked time.
 - c. If the staff has to remove tape or other decoration from walls and fans.
 - d. Broken or damaged fixtures and/or furniture.
 - e. Unauthorized use of external play center. Loss of complete deposit. Two hundred dollars (\$200.00)
 - f. At the rate of
 - Fifty dollars (\$50.00) per hour for cleaning.
 - Twenty-five dollars (\$25.00) per half hour for late leaving.
11. Rates are set as listed below. Each time slots have 5 hours. The cleaning and event has to be completed within the five-hour timeslot.
 - 9:00am-2pm \$100.00 plus tax totaling \$107.00
 - 4:00pm-9pm \$150.00 plus tax totaling \$160.50
12. No decorations can be hung from the light fixtures or fans.
13. No thumbtacks, nail, screws or push pins can be used in the building.
14. No tape can be used on the drywall/trim.

Note: If the doors are left open for more than five minutes, the AC will turn off.

Date & hours Booked:_____ Total Cost:_____

Resident Signature:_____ Phone number _____

CCMA Administrator:_____

**COUNTRY CREEK MASTER
ASSOCIATION INC. (CCMA)**

INDEMNITY AND HOLD HARMLESS AGREEMENT

WHEREAS, the users and the members of his/her household own property in the Country Creek and/or reside therein: and **WHEREAS**, the users and members of his/her household are desirous of using the Country Creek clubhouse for a special event not associated with the use of the clubhouse as a general amenity by members of **CCMA**, and **WHEREAS**, the Board of directors for **CCMA** has deemed it necessary to restrict the use of the “**clubhouse**” only to those members who have executed this **Indemnity and Hold Harmless** agreement.

NOW, THEREFORE, for and in consideration of the user and the members of his and her household being permitted to use the “clubhouse” for said special event, and other good and valuable consideration, it is mutually agreed and covenanted as follows:

1. The user, individually and for and on behalf of all members of his/her household who shall make any use of the “**clubhouse**” during said special event hereby agrees to indemnify and hold harmless **CCMA** and all members of **CCMA**, as well as their agents and employees, from and against any and all claims, damages, losses, and expenses, including attorney’s fees in the event it shall be necessary for **CCMA** to file or defend and action arising out of said use of the “clubhouse”, for bodily injury, illness, death, or whosoever might press such a claim of action.
2. Wherever the term “user” appears in this agreement, it is understood to and shall mean the property owner who is a member of **CCMA**, as well as the members of his/her household entitled to use the “**clubhouse**” by virtue of his/her residence in said household (said members being denominated below) as well as any guest of the user or of a member of his/her household.
3. Venue of any action arising out of this agreement shall lie in the **Seminole County, Florida**.
4. Should any legal action be required to enforce this agreement, to include any legal actions under paragraph one (1) hereof, it is specifically agreed that **CCMA** shall be entitled to and shall recover from the user any and all attorney’s fees and costs of said action, regardless of the outcome of said actions.
5. The signing resident has read this agreement and understands its contents.

IN WITNESS WHEREOF, the parties have executed this agreement at The Country Creek Clubhouse, 620 Country Creek Parkway, Altamonte Springs, Florida.

Residents Name:_____ **Signature:** _____

Resident Address:_____

Resident Account Number:_____

Today’s date: _____

Date and Time of Booking:_____

CCMA Administrator:_____