

THE GATES Clubhouse Reservation Agreement

1. In consideration for THE GATES Community Association allowing me the exclusive use of The GATES Clubhouse and equipment and furnishings, I, the undersigned, agree as follows:
2. I agree to reserve the Clubhouse of The GATES Community Association on _____ under the terms and conditions set forth below.
3. I am reserving the Clubhouse for the purpose of _____, which will be attended by not more than _____ people.
4. The party or other function will be held between the hours of _____ and _____ on the date noted above. I understand that continued use of the Clubhouse after the hours for which it has been reserved will constitute a breach of this Agreement and will result in forfeiture of my deposit
5. I will make a deposit in the amount of \$150 and pay a non-refundable fee of \$35 which is due and payable upon submission of this Application and Agreement. I further understand and agree that this deposit will be used to pay for cleaning costs and any and all damages resulting to the Clubhouse, its contents, or any other portion of the property from any actions or any actions of persons present at, or attending, or in any other way related to my function. I understand that any charges made against my deposit will be explained. If the cost of repairs exceeds the amount of my deposit, I agree to pay the Association the full cost of all repairs within ten (10) days of receipt of a written explanation of the damages and a bill from the Association for such repairs. I agree that all deposits, fees and expenses incurred by the Association as a result of the use of the Clubhouse under this Agreement shall be considered as assessment and constitutes a lien against my property and shall be fully collectable as such as provided for in the Association's Declaration and By-Laws.
6. I assume all responsibility, risks, liabilities and hazards incidental to the activities applied for and hereby release and forever discharge the Association, its officers, directors, employees, agents and members, past, present and future, from any and all claims, costs, causes of action and liability for personal injury or death and damage to or destruction of property arising from my use of the Clubhouse and its appurtenances.
7. I agree to indemnify and hold harmless the Association and its officers, directors, employees, agents and members, past, present and future, from any and all claims, costs, causes of action and liability (including, but not limited to, attorneys fees) for any injury, to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees or any member of the Association or any other person which arise from or are in any way related to the above activity, whether or not caused by the Association's negligence.
8. I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to my function and agree to be personally responsible for causing all such persons to comply with the Associations Declaration, By-Laws and Rules and Regulations. (Including THE GATES Clubhouse Rules) I acknowledge that violation thereof by any person present at, attending, or in any other way related to my function may, at the sole discretion of the Associations Board of Directors, result in forfeiture of my deposit.
9. I understand that I am being granted the exclusive use of the Clubhouse for the time period described above subject to the right herein reserved by the Association to enter the Clubhouse and terminate my use thereof should the conduct of any person using the facility endanger the health, safety or well-being of any person or constitute a threat of any property. **NOTE: All access to the Attic Storage area is limited to accessing Tables, Chairs and Coat Rack. At no time will the Renter allow any children to be in the attic area for their safety. The agreement does not include the use of the Tennis Courts or Pool area each has a separate set of use rules. The Renter cannot set up any sound equipment, tables, chairs or recreational equipment outside of the interior of the clubhouse without the approval of the Gates Homeowners Association Board of Directors.**
10. a. I will be onsite during the entire rental. _____(your initial)

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- b. I will be in possession of Clubhouse keys during entire rental. _____ (your initial)
11. I am a homeowner and will be in attendance at my function. I hereby agree and represent that the Clubhouse will be used for lawful purposes only and that if any conduct at the function I am sponsoring violates federal, state, or local laws or ordinances, my rights to use the Clubhouse under this Agreement shall be terminated and the Association shall have the right to take possession of the Clubhouse and instruct my guests to leave the property. Violation of Clubhouse rules will result in a verbal warning. A repeat violation during the same event will result in termination of the event.
12. Subject to those deductions provided for in this Agreement, the deposit will be refunded in whole or in part by mail.
13. I agree to clean the facilities immediately after use. Cleaning of the facility will follow the GATES Clubhouse Cleaning Rules. If the Clubhouse has not been cleaned at the time of first inspection (at the end of the event or the next day) then \$50 will be deducted from the deposit amount.
14. I understand that my reservation of the Clubhouse on the aforementioned date will not be confirmed nor will this Agreement be binding until such time as this Agreement has been executed by action of the Association.
15. A failure of the Association to enforce any of the above requirements shall not be deemed a waiver of the Association's right to enforce these requirements.
16. I have carefully read and understand this form and the attached rules and agree to be bound by its terms.

******* PLEASE SUBMIT TWO (2) SIGNED COPIES OF THIS FORM *******

Name: _____

Address: _____

City/State/Zip: _____

Home Phone: _____ Business Phone: _____

Signature: _____ Date: _____

FOR ASSOCIATION USE ONLY:

Accepted by:

Signature: _____

Title: _____

Date: _____