

**PILLSBURY LAKE MANAGEMENT
CLUBHOUSE RENTAL AGREEMENT**

This Clubhouse rental Agreement (“Agreement”) is made and effective this day, _____, by and between Pillsbury Lake Management (“Management”) and _____ of _____, New Hampshire, _____, phone number, _____, (“User,” whether one or more). This agreement creates joint and several liability in the case of multiple users.

1. **PREMISES:**

Management hereby rents to User, and User accepts in its present condition, the Pillsbury Lake Clubhouse at 396 Deer Meadow Road, Webster, New Hampshire 03303 (the “Clubhouse”).

2. **TERM:**

The term of this Rental shall start on _____ at _____ AM/PM and end on _____ at _____ AM/PM. **The Clubhouse MAY NOT be used past, and must be empty and clean by, 10:30 p.m. unless special written permission has been given by Management in advance of the rental date, in which case, the Clubhouse must be quiet no later than 10:30 p.m.** In the event that management is unable to provide the Clubhouse on the exact start date and time, then Management shall provide the Clubhouse as soon as possible, and User’s obligation to pay rental charges shall abate during such period. User shall not be entitled to any other remedy for any delay in providing the Clubhouse.

3. **RENT:**

User agrees to pay, without demand, to Management as rent for the Clubhouse the sum of \$_____ per day in advance of the first day of rental. Payment shall be made payable to Pillsbury Lake Management. Payment to be delivered as Management will designate. Management may choose not to rent the Clubhouse if the full rental amount is not received in advance.

4. **SECURITY DEPOSIT:**

Upon execution of the Agreement, User shall deposit with Management the sum of \$_____, as security for the performance by User of the terms of this Agreement, said amount to be returned to User, without interest, following the full and faithful performance by User of the terms of this Agreement. **However,** in the event of damage to the Clubhouse caused by User or User’s guests, Management may use funds from the deposit to repair the damage, but Management is not limited to the amount of the security deposit, and User remains liable for the total amount of damages. See other conditions in paragraph 9.

5. QUIET ENJOYMENT:

Management agrees that if User timely pays the rental fee and performs the other obligations in this Agreement, Management will not interfere with User's peaceful use and enjoyment of the Clubhouse.

6. USE OF PREMISES:

- A. The Clubhouse shall be used and occupied by User exclusively as a function hall. Neither the Clubhouse nor any part of the Clubhouse or yard shall be used at any time during the term of this Agreement for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a function hall.
- B. User shall comply with all health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities and/or Management, if any, with respect to the Clubhouse.
- C. User is responsible for the **alcohol consumption** and conduct of User and/or User's guests, and User shall hold harmless and indemnify Management for any damage or injury caused by, or resulting from, alcohol consumption or conduct engaged in by User and/or User's guests.
- D. User is responsible for the security of the Clubhouse and its contents during the entire rental period. User will be provided with keys to the Clubhouse and securing facilities upon departure.
- E. User is responsible for the **removal of any and all garbage generated by User and/or User's guests during the entire rental period.** User agrees to leave the Clubhouse in the same condition as it was at the time of execution of this Agreement. If User fails to do so, User agrees that funds from the deposit referred to in paragraph 4 will be used to repair and/or clean the premises.

7. NUMBER OF OCCUPANTS:

User agrees that the Clubhouse shall be occupied by no more than **100 persons** unless User has obtained the prior written consent of Management to exceed that limit.

8. **CONDITION OF PREMISES:**

- A. User agrees that User has examined the Clubhouse, including the grounds and all buildings, and that they are, at the time of this Agreement, in good order, good repair, safe, clean, and in a usable condition, except as specifically noted during the “Joint Inspection.”
- B. Management and User agree that the attached “Joint Inspection Report,” a copy of which has been provided to User, reflects the condition of the Clubhouse at the commencement and termination of User’s rental period.

9. **ASSIGNMENT AND SUBLETTING:**

- A. User shall not assign this Agreement, or sublet or grant any concession or license to use the Clubhouse or any part of the Clubhouse without Management’s prior written consent.
- B. Any assignment, subletting, concession, or license without the prior written consent of Management, or any assignment or subletting by operation of law, shall be void and, at Management’s option, terminate this Agreement.

10. **BINDER:**

- A. The signatures of “Pillsbury Lake Management” and “User” on the attached “Joint Inspection Report” validate the terms of both the “Joint Inspection Report” and the “Pillsbury Lake Management Clubhouse Rental Agreement”.

JOINT INSPECTION REPORT

The parties acknowledge that this **pre-rental inspection** was made on _____
at _____AM/PM, and that the condition of the premises and the inventory of
previously damaged equipment, furnishings, and appliances is as shown below:

Dated: _____

Pillsbury Lake Management

User

The **post-rental inspection** will be made by PLM after the rental has ended. If the User
wishes to be on site, please make arrangements with PLM.

NOTES FROM POST-RENTAL INSPECTION:

Damaged during rental -

Cleaning deficiencies -

Garbage removed: YES NO (\$_____ deducted from Damage Deposit).

Dated: _____

Pillsbury Lake Management

User