

The Villas of Asbury Homeowners Association, Inc. Clubroom Rental Contract

This Agreement made and entered into this date _____ by and between The Villas of Asbury Homeowners Association, Inc. hereinafter referred to as Owner, and _____, hereinafter referred to as User. If the User is not the Unit Owner, then "User" used herein shall mean the User and the Unit Owner.

User shall be provided the use of the Asbury Clubroom, hereinafter referred to as "Facilities", and no other portion of the Association Clubhouse, including without limitation, the swimming pool, spa and exercise room are included in the term "Facilities", upon the following terms and conditions:

1. The function shall be held on _____, between the hours of _____ and _____.
2. The clubroom use fee of \$50.00, for the first five hours plus an additional \$10 for each hour thereafter, with a maximum of \$100, shall be paid at the time this Contract is filled out and signed by the User.
3. A second, refundable check for the security deposit and cleaning services of \$100.00 shall be paid at the time the reservation is requested, in order to hold the reservation. The check will be promptly returned upon completion of the final inspection and verification of no damages.
4. The User hereby states that User is a Unit Owner or occupant of The Villas of Asbury and is current on all obligations with the Homeowners Association.
5. The User accepts full responsibility for actions of the User and any attendees (whether or not invited) at the function for any damage to the Clubhouse and contents caused by User or attendees (whether or not invited) and shall pay for any damages so caused.
7. The User agrees to be present at the event from start to finish including the decorating and clean up.
8. If guests under the age of eighteen attend the event, one person having attained their twenty-first birthday must be present for every ten persons under eighteen years of age.
9. User agrees that any alcoholic beverages will be served only to persons who have attained their twenty-first (21st) birthday.
10. The User agrees to the following occupancy limits of the Facility during their function:
65 with tables and chairs 100 with chairs only
11. The User agrees that live bands are not permitted. Volume of any music must be reduced so as not to be heard outside the Facilities.
12. The User agrees that nothing may be put on the walls. Staple guns, hot glue, nails, glitter, confetti are not to be used to affix the decorations or as decorations.
13. No clubroom furniture may be moved outside. If clubroom furniture is moved within the clubroom, it must be returned to its original location when the function is over.
14. The User agrees that The Villas of Asbury Homeowners Association Board of Directors, their designated representative, or the Property Manager shall be allowed reasonable access to the Facilities during the function.
15. Smoking is not permitted anywhere in the Facilities.
16. The blinds are to remain open during the function.
17. All doors may be used for entry and exit but are to remain closed during the function. If outside doors are propped open during the event there will be a fine of \$25 subject to enforcement from the Security Deposit and as a Special Individual Unit Assessment against the Unit Owner. A device will be provided to the User that will keep one of the double doors unlocked during the function. The device must be returned at time of check out.

18. The User will assure the only sign visible outside of the Clubroom during the function is the "Private Party" sign which is to be hung on the Clubroom's double door entrance facing out and the "Party attendees, please enter from the Parking Lot Door Entrance" sign which is to be hung on the front double door Clubhouse entrance. Both signs will be provided by The Villas of Asbury Homeowners Association Board of Directors, their designated representative, or the Property Manager.

19. The User is responsible for securely closing all doors and windows, making sure oven, coffee pot, and other appliances are turned off, and all lights and fans are turned off. The stove, oven and microwave may be used for reheating foods only. No cooking is to take place in the clubroom.

20. The User will leave the Facilities in a clean and orderly condition prior to leaving on the day of the event. Any trash that does not fit into trash containers provided must be removed from the Facilities by User. A charge of \$100 will be assessed if not compliant and enforced from the Security Deposit. Neither The Villas of Asbury Homeowners Association nor the Property Manager shall be responsible for personal items left in the clubhouse after the designated rental period.

21. A representative of The Villas of Asbury Homeowners Association will perform a "walk-through" with the User before and after the function.

22. The User takes responsibility that no damage, other than normal wear, will occur, as determined by The Villas of Asbury Homeowners Association Board of Directors, their designated representative, or the Property Manager.

23. If the Security Deposit is insufficient to pay all obligations of the User, then the deficiency may be enforced as a Special Individual Unit Assessment against the Unit Owner.

24. If any person, firm or entity makes a claim against The Villas of Asbury Homeowners Association Board of Directors, their designated representative, and/or the Property Manager for any reason whatsoever, then the User shall hold such Board, representative and/or the Property Manager harmless from all such claims and including any costs incurred, including reasonable attorney fees.

25. The undersigned understands that this Agreement does not include use of the pool, spa and exercise room, and agrees with the conditions of this Contract. The undersigned agrees to abide by this Clubroom Rental Contract.

(the User is NOT a Villas of Asbury or Estates Owner)

User Name (print): _____
User Signature: _____
Address: _____
Phone: _____

Unit# _____
Date: _____
Asbury Villa: Owner
Renter

OR

(the User is a Villas of Asbury or Estates owner)

Unit Owner If User is Occupant:
Unit Owner Name: _____
Unit Owner Signature: _____

Asbury Estates: Owner
Renter
Date: _____

HOA Board Designated Representative: _____

Received \$ _____ Check # _____ Date: _____

Received \$ _____ Check # _____ Date: _____

Effective Date: May 15, 2014
Replaces Prior Date: April 17, 2014
Approved by AV Board: May 15, 2014