

FAIRWAY CONDOMINIUM ASSOCIATION CLUBHOUSE RENTAL AGREEMENT

Co-owner(s): _____ Phone: _____

Address: _____ Email: _____

Date Requested: _____ Time of Event: DAY EVENING BOTH

Anticipated Attendance: _____ No. of Children under 21: _____ Serving Alcohol: _____

Renter agrees NOT to serve alcoholic beverages to anyone under 21 years of age.

INITIALS: _____

Will food be catered: _____ If so, by whom: _____

Will there be delivery of any rental furniture or equipment: _____ if so, please complete the next section

Name delivery company or rental firm: _____

Type of equipment: _____

Date and time of delivery: _____ Date and time of removal: _____

Comments: _____

CLUBHOUSE RENTALS WILL BE GOVERNED BY THE FOLLOWING RULES AND REGULATIONS:

- a. In order to rent the Clubhouse, the Co-owner(s) must be current in assessment payments and charges due the Association and must not be in violation of other Rules and Regulations. Only adults may rent the Clubhouse.
- b. A security deposit of \$100.00 is required when the renter schedules the date. It is refundable after the Clubhouse and bathrooms are inspected to ensure that the terms of the contact have been met. A rental fee of \$100.00 must be paid one week before the event is scheduled. A security deposit of \$100.00 is required when the renter schedules the date. It is refundable after the Clubhouse and bathrooms are inspected to ensure that the terms of the contact have been met. The monies must be in the form of two checks, each payable to Fairways Condominium Association and signed by the tenant or Unit Owner. Both checks must be preprinted with the Unit Owner's/tenant's name and a Fairways address, or as verified by the rental agent.
- c. An accepted and signed Clubhouse rental agreement will not be issued more than 6 months in advance of the date of the function. However, reservations will be accepted up to 12 months. In the event that, due to circumstances beyond its control and due to no fault of Fairways Condominium Association, the Clubhouse is not available to the renter on the date set forth in the Rental Agreement, Fairways Condominium Association will only be liable for the amount of the rental fee and will not be liable or responsible for any consequential damages.
- d. The rental agreement may not be transferred or assigned to anyone other than the named Unit owner or tenant without written approval of the Board of Directors of the Fairways Condominium Association.
- e. Maximum attendance for any clubhouse rental will be no more than fifty (50) persons.

CLUBHOUSE RENTALS WILL BE GOVERNED BY THE FOLLOWING RULES AND REGULATIONS:

- f. All clubhouse rentals must be concluded by 12:00 a.m. The Clubhouse facility must be cleaned and returned to its original condition by 1:00 a.m. when all persons must quietly leave the facility.
- g. The co-owner(s) or tenant(s) in charge of the function, and whose signature appears below, **MUST** be in attendance during the entire time of the event in the Clubhouse. Before the Clubhouse is rented to a tenant, the co-owner(s) must also sign the contract or send a letter of permission to assume liability for the tenant(s) in the event that the tenant(s) fail to comply with the rules and regulations outlined in the contract. The co-owner(s) or tenant(s) in charge of the party whose name appears on the contract will be held responsible for the actions of their guest(s) while they are on the property. If the co-owner(s) or tenant(s) is found not to be present at the function, the security deposit may be forfeited at the discretion of the Board of Directors.
- h. The rental contract reserves **ONLY** the private use of the Clubhouse. The outside common areas are not to be used when having a Clubhouse rental. Guests and members attending the function are not allowed access to the patio or pool area. No one is allowed in the Clubhouse Party Room in swimming attire.
- i. Smoking is **NOT** permitted within the clubhouse or within 15 feet of the entrance, in accordance with Public Act 188 of 2009, Michigan's Smoke-Free Air Law.
- j. No canopies or awnings may be attached or detached from the Clubhouse without prior written permission from the Board of Directors.
- k. No furniture may be removed from the Clubhouse without prior written permission from the Board of Directors. Furniture must be returned to its original placement.
- l. Decorations may not be attached anywhere to the walls, soffit, light fixtures, cabinets, or furniture in a way that will cause damage.
- m. Cooking is not permitted in the kitchen; warming of already prepared food, however, is permitted.
- n. The Clubhouse must be cleaned immediately following the event. All floors must be swept, or vacuumed; tables cleaned as necessary, appliances wiped clean. All spills should be cleaned immediately with a damp cloth. Tenant must furnish their own cleaning materials (e.g. vacuum, mop and bucket).
- o. The lights must be turned off, when you leave.
- p. The thermostat must be returned to the proper temperatures – 75 degrees in summer; 65 degrees in winter.
- q. All garbage and trash must be bagged and taken with you for disposal. You must replace garbage bag in the kitchen. **FAILURE TO TAKE THE GARBAGE WITH YOU WILL RESULT IN THE LOSS OF YOUR DEPOSIT.**
- r. Close and lock all windows and doors when leave the Clubhouse.
- s. Guests shall not make any disturbance in the Clubhouse or common elements. This rule will be strictly enforced, and surrounding residents are instructed to immediately contact the police and Management if it is violated.

AT THE SOLE DISCRETION AND DIRECTION OF THE BOARD OF DIRECTORS OF FAIRWAYS CONDOMINIUM ASSOCIATION, FORFEITURE OF THE SECURITY DEPOSIT, FINES, OR BILLING FOR ACTUAL COSTS FOR CLEANING AND/OR REPAIRS MAY OCCUR FOR VIOLATIONS OF ANY OF THE FOLLOWING REGULATIONS. Future rental privileges may also be forfeited.

Damage caused to the facility or common areas directly or indirectly by co-owner(s) or tenant(s) and/or guests attending the function in excess of any security deposit will be billed directly to the co-owner account by the Managing Agent and become due and payable upon billing in the same manner as regular assessments.

The Rental Agent will inspect the Clubhouse after the event. The Security deposit will be returned within 7 days provided there are no damages or other violations of these rules.

I/We, the undersigned, have read this agreement in its entirety before signing, have received copies of the Rental Agreement, and have agreed to abide by all rules and regulations. I/We understand that I/We assume all liability in connection with the rental of the clubhouse. I/We further agree to hold the Fairways Condominium Association, its Board of Directors, and its Managing Agent harmless in any legal actions connected with this rental.

By: _____

Address: _____

Date: _____