



Crossings at Christiana Maintenance Corporation
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CLUBHOUSE RENTAL AGREEMENT

This Agreement is entered into between Crossings at Christiana Maintenance Corporation, herein referred to as "Corporation," and the owner of property at Crossings at Christiana named below, herein referred to as "Owner." This Agreement is effective as of the date of last signature below, herein referred to as "Effective Date."

Owner: _____

Owner's Property Address: _____

Owner's Telephone: _____

Owner's E-Mail Address: _____

WHEREAS Corporation is the entity charged with the management and maintenance of the common areas of the Crossings at Christiana including the community's clubhouse building located at 500 Abrams Court, Bear, Delaware 19701, herein referred to as "Clubhouse," and

WHEREAS Owner is one of the owners of the Corporation by virtue of ownership of property at Crossings at Christiana, and

WHEREAS Owner desires to utilize the Clubhouse in accordance with the rules and regulations established by the Corporation

THEREFORE the parties agree as follows:

A. Use of Clubhouse. Owner is granted exclusive use of the Clubhouse between the times on the date below, herein referred to as "Rental Period."

Event Date: _____

Start Time: _____ End Time: _____

The Start Time cannot be before 9:00 AM and the End Time cannot be after Midnight. All setup and cleanup must be completed during the Rental Period. No setup may occur prior to the Rental Period and no cleanup may occur after the Rental Period.

The use of the Clubhouse expressly DOES NOT include the use of the exercise room. The Clubhouse cannot be used for business purposes. No animals are allowed in the Clubhouse except those meeting the definition of Service Animal under Federal, Delaware, or New Castle County law. All areas of the Clubhouse are non-smoking except for the rear patio.

The use of the Clubhouse is subject to (a) The Crossings at Christiana Active Adult/Lot Maintenance Declaration of Restrictions and (b) Bylaws of Crossings at Christiana Maintenance Corporation, herein collectively referred to as "Governing Documents." The use of the Clubhouse is also subject to the Clubhouse Rental Rules and Regulations, herein referred to as "Attachment A." The Governing Documents and Attachment A are incorporated into this Agreement by reference.

Owner is responsible for the actions and behaviors of Owner's guests and invitees without exception.

- B. Rental Period Fees.** As consideration for the use of Clubhouse during the Rental Period, Owner shall remit to Corporation a fee of \$175 for up to and including the first six hours of the Rental Period and \$25 for each additional hour or portion thereof. Payment of the total fees is required upon execution of this Agreement.
- C. Security Deposit.** Owner shall remit to Corporation a \$150 Security Deposit upon execution of this Agreement. At the end of the Rental Period, Corporation shall perform an inspection of the Clubhouse and identify any unclean or damaged areas of the Clubhouse. Owner is encouraged to participate in the inspection; however, Owner's failure to participate in the inspection shall be interpreted as acceptance of Corporation's findings regarding the condition of the Clubhouse. The Security Deposit shall be used to cover costs incurred by the Corporation to clean the facility and/or repair any damages. All unexpended portions of the Security Deposit shall be returned to Owner within thirty days of the later of the inspection date or the completion of identified repairs and cleanings.
- D. Cancellation of the Agreement.** Owner may cancel this Agreement by sending notice to Corporation at the address above prior to the start of the Rental Period. If notice of cancelation is provided at least forty-eight hours prior to the start of the Rental Period then Owner shall be entitled to a full refund of the Rental Period Fees. If notice is provided less than forty-eight hours prior to the start of the Rental Period then Owner shall forfeit the Rental Period Fees. Owner shall be entitled to a refund of the Security Deposit in either of the above cancelation circumstances.
- E. Assumption of Liability.** Owner hereby releases Corporation of all liability for the property, bodily injury, or other damages created by the actions of Owner, guests, and invitees until such time as they leave the premises. Such actions include, but are not

limited to, the use of alcohol by minors or any other illegal conduct. Owner agrees to hold Corporation harmless in any liability action resulting from this Agreement.

F. Violation of Agreement. Violation of any of the terms and conditions of this Agreement by Owner shall be subject to the remedies available to Corporation through the governing documents and/or other remedies available by law.

G. Governing Law. This Agreement shall be governed by the laws of the State of Delaware and subject to the jurisdiction of the courts located in New Castle County, Delaware.

H. Attorneys' Fees. Owner and Corporation agree that any attorneys' or arbitrators' fees incurred in enforcing this Agreement through litigation or arbitration may be recovered by the prevailing party.

By signing below, the parties agree to be bound to the terms of this Agreement as of the Effective Date.

OWNER

CORPORATION

Signature

Signature

Print Name

Print Name

Date

Date

FOR OFFICE USE ONLY

INITIAL RENTAL FEE UP TO SIX HOURS	\$175.00	BOARD MEMBER ASSIGNED TO EVENT NAME: PHONE: E-MAIL:
ADDITIONAL HOURS AT \$25.00 EACH		
SECURITY DEPOSIT	\$150.00	
TOTAL REMITTED		

ATTACHMENT A

CLUBHOUSE RENTAL RULES AND REGULATIONS

Rules:

1. The maximum number of guests is 100.
2. If alcohol is to be served, be sure no one under 21 is served. Cash bars require a license from the State of Delaware. It is illegal to sell alcohol without a license.
3. Tape or glue is not permitted when decorating.
4. Hot pads must be used on all tables and countertops. You will need to provide them yourself.
5. No riding toys are permitted inside the Clubhouse.
6. No one under 18 may use the pool table.

At the end of your event:

1. Bag all trash and refuse from your event (including restrooms) and put into the trash receptacles located on the rear patio. Recyclable material must be loose, clean, and dry and placed in the appropriate receptacle. No plastic bags or styrofoam can go in the recycling containers.
2. Wipe off all tables and countertops.
3. Vacuum and damp mop as necessary.
4. Wash and put away all kitchen utensils and equipment.
5. Clean outside grill and shut the gas off.
6. Remove all personal items and food from the Clubhouse.
7. Return all furniture to its original position, both inside the Clubhouse and on the patio.
8. Return pool table equipment to proper places.
9. Turn off all appliances.
10. Turn off all lights and fans except for the desk lamp on the foyer table.
11. Reset both thermostats according to posted instructions.
12. Close and lock all exterior doors and windows.

Contact the Board Member assigned to your event upon completion of your cleaning to request your inspection.

During your inspection:

1. Clubhouse must be clean and trash must be removed.
2. Furniture must be free of stains and tears.
3. Carpet must be free of stains and tears.
4. TVs and Remotes must be in working order.
5. Pool table must be free of stains and tears. Pool equipment must be undamaged.
6. Bathroom fixtures must be in working order and not clogged.