

# THE SUNSET SANDS COMMUNITY ASSOCIATION CLUB HOUSE RENTAL AGREEMENT

This rental agreement is made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_,  
between The Sunset Sands Community Association (Lesser) and \_\_\_\_\_  
\_\_\_\_\_ (Lessee) for the use of  
The Sunset Sands Club House, upon the following facts, terms and conditions:

A. Lessee currently owns property in the Sunset Sands community with the street address, or lot number of:

\_\_\_\_\_

Phone #: \_\_\_\_\_.

B. Rental rates are as follows:

**MEMBER RATES**

- Member - \$25.00 a Day #1-25 people
- Member - \$50.00 a Day #25-35 people
- Member - \$75.00 a Day #35-50 people
- Member - \$100.00 a Day #50-75 people
- Cleaning Deposit \$100

**No Serving of Alcohol with above rates**  
**Special Event Insurance Policy Required \*\*INITIAL HERE \_\_\_\_\_**

**Note: Members & Non-Members Serving Alcohol requires an extra Insurance binder (\$160.00+)**  
**This policy available through your homeowner's policy or through our Insurer.**

C. Lessee is contracting to rent the Club House on the following date and time:

Date: \_\_\_\_\_ Day of week: \_\_\_\_\_

Hours: From: \_\_\_\_\_ to: \_\_\_\_\_

D. The ENTIRE RENTAL FEE PLUS A \$100.00 CLEANING DEPOSIT is required at the signing of this agreement and the cleaning deposit will be returned in full within three (3) business days unless:

1. The lessee or his/her guests do damage to the club house, surrounding areas or its furnishings. Damages exceeding the \$100.00 deposit will be billed to the Lessee and shall be due upon receipt of bill. If not paid within thirty (30) days, the amount due can become a lien against Lessee's property in the same manner as unpaid association fees. When a member fails to pay within (60) days, the Board will take legal remedy to recover our costs, through a court of jurisdiction.

2. If the Lessee does not complete basic clean up and trash removal after the function – **see attached Exit Checklist for tasks and fees**, additional costs will be assessed.

- E. Cancellations:  
More than 60 days prior to reservation date – no cancellation fee.  
30 - 59 days prior to reservation date – 50% cancellation fee.  
Less than 30 days prior to reservation date – 100% cancellation fee.
- F. **Members have first priority reserving our Clubhouse. The entire month of January is set aside for member bookings. After January 31<sup>st</sup>, all reservations are on a first come first serve basis.**
- G. Damage or loss of personal property by the Lessee or its guests is not the responsibility of the Association.
- H. Lessee, its agents and invitees, hold the Association harmless from any claims, actions, liability and expense in connection with loss of life, personal injury or loss of property arising out of the use by Lessee of the property by Lessee, its agents or invitees.
- I. Lease and security due upon reservation.
- J. An event plan may be requested prior to the signing of the rental contract. The Clubhouse Manager is our elected Treasurer or other Board Member and has the final authority and approval of said plan.
- K. The Club House and our common property shall only be used in a lawful manner. It is the sole responsibility of the Lessee to ensure compliance with all association rules and Local, State and Federal laws. **If the function I am sponsoring is found to violate federal, state, local laws, ordinance, or Association rules and regulations, 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 guests to leave the property.**  
**\*\*INITIAL HERE \_\_\_\_\_**
- L. For events being held outside by members, our guests and lesser are to be respectful of the other activities that may coincide with your rental.
- M. I am at least twenty-one (21) years of age and will be in attendance at my function.
- N. **I assume all responsibility, risk, liabilities, and hazards incidental to the activities applied for (including, but not limited to, the serving of alcoholic beverages) and hereby release and forever discharge the Association, its officers, directors, employees, agents, and members past, present, and future for 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. \*\*INITIAL HERE \_\_\_\_\_**

- O. 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 attorney fees) for any injury, to either persons or guest invitees, or any member of the Association or any other person which arise from or in any way related to the activity, whether or not caused by the Association's negligence.
- P. I understand that any keys or security codes provided to me for the above mentioned event are for my use only and will not be given to anyone else.
- Q. I have carefully read and understand this form and the attached rules and agree to be bound by its term.
- R. **It is further understood that NO ALCOHOL CAN BE SERVED in the Clubhouse without a Special Event Insurance policy with an alcohol binder. This is available through our insurance carrier, if you don't currently have one. \*\*INITIAL HERE \_\_\_\_\_**
- S. I agree that any failure in part or in whole to adhere to the terms of the agreement may result in the forfeiture of all future access and/or use of the Clubhouse for private functions as determined by the Clubhouse Committee, Board of Directors, or other governing body of The Sunset Sands Community Association.

THE SUNSET SANDS COMMUNITY ASSOCIATION

By \_\_\_\_\_  
Sunset Sands Community Association Board Member

**I have read, understand and agree to this Lease, Club House Rules and the Exit Checklist.**

By \_\_\_\_\_  
Lessee