

**Country Hills Neighborhood Association
Clubhouse Application for Use and Rental Agreement
1610 Oaken Bucket Dr. Cordova, TN 38016**

Applicant Name: _____ Applicant Address _____ Date _____

Applicant Phone: _____ Applicant Email _____ Event Date _____

Event Description: _____ No. of persons to attend _____

Rental Fees Paid: _____ Date _____ Check # _____ Amount Paid: _____

Will alcoholic beverages be served? (Circle one) YES NO

The undersigned further agrees to accept Host Liquor Liability responsibility for Clubhouse rental and to hold the Country Hills Neighborhood Association harmless.

Additional Charges Assessed? (Circle one) YES NO

Description

WHEREAS, the applicant (the "Applicant") named below is a member of the Country Hills Neighborhood Association, Inc., a Tennessee non-profit corporation (the "HOA") and an owner residing in a home in the Country Hills Subdivision (the "Subdivision") in Cordova, Tennessee and WHEREAS, the Applicant desires to rent the Country Hills Clubhouse located at 1610 Oaken Bucket, Cordova, TN (the "Clubhouse"), and WHEREAS, the HOA will only rent the Clubhouse if the Applicant agrees to be bound by the terms and conditions set forth herein.

After this Agreement is signed and acknowledged by both parties, and the rental fee is received the reservations will be held for the approved date. The rental fee of \$300 is to be paid prior to two (2) weeks before the scheduled event and will secure the rental time. The Renter must be a resident of the Country Hills Neighborhood and must be current with their HOA account (dues & fines). In the event of a need to cancel the rental agreement within two (2) weeks of the approved rental date, reimbursement of the rental fee will be fifty (50) percent of the collected fee.

All checks are to be made payable to Country Hills Neighborhood Association. There will be a \$35.00 service charge for checks returned by the bank for insufficient funds. Rental times paid or secured with insufficient funds will be cancelled and the designated time released for rent. The check memo line should include "Clubhouse Rental - YOUR PROPERTY ADDRESS HERE". Checks should be mailed to Weichert Realtors SPM, P.O. Box 747 Arlington, TN 38002

Clubhouse rentals do not include use of the pool(s) or tennis court areas.

In exchange for permission of the Board of Directors and the Country Hills Neighborhood Association to rent the recreational facilities, I/We do hereby agree as follows:

1. I/We shall hold harmless and indemnify the Board and the Country Hills Neighborhood Association, its successors and assigns, and its officers and directors, both individually and collectively, from and against any and all liabilities, costs, damages, expenses, and attorney's fees or costs of defense resulting from or attributable to any and all acts and omissions of my/our guests, or attendee's person, possessions, or property.
2. I/We accept full responsibility for maintaining the condition of all property (buildings, furniture, appliances, etc.) as originally provided at the time of the event. I/We fully understand that if the property is not in the condition as it was at the beginning of the rental period, charges will be assessed to the renter. I/We hereby accept full responsibility for the payment of all damages or costs incurred by the Country Hills Neighborhood Association to return the clubhouse to its pre-rental state.
3. I/We agree to pay all reasonable costs, attorney's fees, and expenses that shall be incurred by the Country Hills Neighborhood Association if legal action is taken to enforce the terms of this Agreement.
4. I/We have read a copy of, and agree to abide by, the "Procedures, Rules, and Regulations of the Country Hills Neighborhood Association". I/We understand that failure to comply with these Procedures, Rules, and regulations may result in the loss of my/our right to use the Clubhouse facilities.

Applicant Signature _____ Date _____

Country Hills Neighborhood Association Clubhouse Procedures, Rules, and Regulations

The clubhouse is available for rent and may be reserved by the afore-mentioned provided the following Procedures, Rules, and Regulations are observed:

PROCEDURES:

1. Individuals interested in renting the clubhouse for private or organizational use must complete an "Application for Use and Rental Agreement".
2. The request must be made with the Management Agent at least two (2) weeks in advance and must be accompanied by a rental fee payment of \$300. Cancellations made less than two weeks prior to the event are subject to a charge of fifty (50) percent of the rental fee. The rental fee must be paid in full a minimum of **two** weeks before the scheduled event. In case of cancellation made over two weeks of scheduled rental, the rental fee will be refunded. Partial rental fees will not be refunded due to vacating the premises early.
3. An inspection will be made following the event by a CHNA designated representative.

RULES AND REGULATIONS:

1. The Renter is responsible for the conduct of the event attendees and must be on the Clubhouse premises throughout the event. The Renter is liable for any / all damages to rented areas caused by the Renter or event attendees during the rental period.
2. A Maximum occupancy limit of 50 persons at any time during the rental period will be observed.
3. The Board reserves the right to check in on any gathering at any time.
4. The Renter is responsible for all rented areas including the grand room, hallways, bathrooms, kitchen, exterior areas, etc. used by event attendees. No furniture is to be removed from the inside of the clubhouse.
5. All rental areas must be returned to **pre-rental** condition. Trash must be secured and removed from the premises.
6. **SMOKING IS PROHIBITED.** Renters assume all responsibility for ensuring event attendees comply with this rule. If the event attendees must smoke (outside only), renter must provide an acceptable disposal container.
7. There must be a thorough and clear access to the exits at all times. All doors and windows should remain closed at all times.
8. Prior approval by the Association or their representative is required for decorations. **NO TAPE IS ALLOWED ON WALLS.**
9. Music must be kept at a moderate level.
10. Excessive noise, abusive or unacceptable behaviors resulting in complaints to the Board of Directors will not be tolerated and may result in revocation of the privilege to use the facilities.
11. All requests for rental of the facilities will be approved by Management as authorized by the Board of Directors.
12. Each Homeowner Association Committee Member will be granted free use for meetings. Meetings must be scheduled at least one week in advance through the Property Manager.
13. A Rental time of 8AM -12 AM hours (to include set-up/clean-up time) will be granted for reserved time unless different times are previously agreed.
14. The Renter is responsible for clean-up of all areas in and around the clubhouse, turning off lights, turning the thermostat to the appropriate setting (heat to 60 degrees/air conditioning to 80 degrees, if used), securing all exit and entry doors, locking all windows, and turning off all electrical appliances.
15. The Association reserves the right to terminate use at any time if a violation of the rules exists / persists .

This application and all required forms must be executed and signed by an adult homeowner who will assume responsibility for the Clubhouse Rental

Applicant Signature _____ Date _____