

Edgewater Owners Association, Inc.

111 Edgewater Drive
Madison, Alabama 35758

(256) 461-8670
Fax (256) 461-4130

CLUBHOUSE RENTAL AGREEMENT

The undersigned member of The Edgewater Owners Association, Inc. hereby requests permission to use the Edgewater Clubhouse on _____, from _____ a.m. / p.m. until _____ a.m. / p.m. The number of guests and residents shall not exceed fifty (50), and the undersigned hereby tenders a DEPOSIT in the amount of \$700.00 within fourteen (14) days of the reserved date, to *Edgewater Owners Association, Inc.* The undersigned hereby understands that a \$200.00 fee is deducted from the DEPOSIT for use of the facility and \$500.00 may be returned but said refund is contingent upon a satisfactory inspection of the property with no damage to property and no violation of any of the Clubhouse Rental Agreement rules per paragraph 2. of this agreement.
(THE WHOLE \$700.00 CHECK WILL BE DEPOSITED BY THE ASSOCIATION. THE REMAINDER WILL BE REFUNDED WITHIN 5 BUSINESS DAYS)

The rental fee and deposit can only be accepted from the Edgewater Owners Association member signing this contract. Only one reservation per day is accepted and the specified times must fall within the hours of 10:00 a.m. and 12:00 Midnight – no exceptions.

1. The undersigned resident agrees to adhere to the following rules:
 - a. Maximum number of guests and residents shall not exceed fifty (50) persons at any time.
 - b. The undersigned will not use the Clubhouse for any unlawful purpose, will not make or permit any disturbing noises and will not permit any act which may interfere with the use and enjoyment of the neighborhood by other residents. Music is limited to indoors only.
 - c. **The undersigned will insure that all guests confine their activities to the Clubhouse. (Use of the swimming pools, playground, tennis courts, front lawn, and fitness room is NOT permitted.)**
 - d. The undersigned agrees to indemnify, hold harmless and defend The Edgewater Owners Association, Inc. and its employees from (a) loss, damage, or theft of any personal property of the undersigned or the undersigned's guest(s), deeming any personal property left upon departure from the Clubhouse to be abandoned, and (b) loss or injury sustained by the undersigned or any guest(s) of the undersigned while on the premises.
 - e. **THE UNDERSIGNED WILL PERSONALLY BE IN THE CLUBHOUSE DURING THE ENTIRE USE OF THE CLUBHOUSE.**
 - f. The Edgewater Owners Association Manager(s) may enter the Clubhouse at any time, for any reason, during any event being held at the facilities to insure that proper care of the facilities is being taken. Board members and committee members have access to the office or boardroom any time regardless of the activities associated with this agreement.
 - g. The undersigned agrees that the telephone is for local calls only. If any long distance calls are made on the date of use, it is agreed that the undersigned will assume responsibility for those calls, and will pay all charges.
 - h. The undersigned is responsible for clean-up, including vacuuming, and removal of all their property, including dishes, food, bottles, paper, decorations, and trash from the Clubhouse and surrounding grounds immediately after use, and will leave the premises in the same condition as then they arrived. Pictures and mirrors will not be removed from the walls. **Should additional clean-up be required after the undersigned leaves the premises, there will a \$50.00 minimum charge, and if needed, \$50.00 per hour charged after the 1st hour.**
 - i. The undersigned will assume full responsibility for any damage to the Clubhouse, its equipment, furnishings and contents.

- j. The undersigned will assure that the Association's NO SMOKING ordinance is enforced in the Clubhouse. **In addition, the undersigned will assure that ALL CIGARETTES AND/OR CIGARS will be disposed of in the proper receptacles and NOT in the grass at the clubhouse.**
- k. **NO GRILLS, BARBEQUES and/or SMOKERS of any kind allowed on deck or front entrance walkway/patio. Such equipment must be placed in the parking lot if used.**
- l. Decorations are limited to table decorations only. **Absolutely no tape, tacks, or other adhesives are allowed on the walls, woodwork, or windows.**
- m. The undersigned agrees that any permission granted to use the Clubhouse may be revoked at any time by the Edgewater Owners Association or its employees, without prior notice, and the undersigned will, upon revocation or such permission, promptly vacated the Clubhouse.
- n. **CONSUMPTION OR USE OF ALCOHOLIC BEVERAGES.** The undersigned agrees to indemnify, hold harmless, and defend the Edgewater Owners Association and its employees from all claims for damages to persons or property arising out of or connected with this rental agreement and the use or consumption of alcoholic beverages by the undersigned or any guest(s). **Beer kegs are not allowed inside the clubhouse.**
- o. Should it become necessary for The Edgewater Owners Association or its employees to incur costs and expense to retain the services of an attorney to enforce this agreement, or any portion thereof, the undersigned agrees to pay the costs and attorneys' fees thereby expended, or for which liability is incurred.

2. The undersigned does hereby acknowledge that the undersigned resident has read and does understand the above stated Clubhouse Rental Agreement rules and agrees that if any of these rules contained herein are violated, all or part of the deposit may be forfeited.

3. This instrument contains the entire agreement between the parties relating to the rights and obligations herein assumed. Any oral representation or modifications concerning this agreement shall be of no force or effect excepting a subsequent modification in writing, signed by both parties.

4. A final inspection of the facilities will be made the day after the event *before 9 a.m.* The Office Manager will verify this with you.

Member (print name)	Member Signature	Date
Address	Home Phone	Other Phone
Manager Signature	Manager Notes (if applicable)	
Deposit Received	Date	Deposit Returned
		Check #
		Date

FURNITURE IN THE EDGEWATER CLUBHOUSE: (5) 48 in. round glass top tables with (23) rolling chairs, (3) 8ft. long folding tables, (37) stacking chairs, three sofas, four chairs and four cube ottomans. All furniture MUST be moved back to its original location after rental period is over