

CLUBHOUSE RENTAL AGREEMENT

This AGREEMENT, entered into on the _____ day of _____ 202__, by and between the Lessor/St. Andrews at Rockport Homeowners Association (STARHOA) and _____, hereinafter referred to as Lessee/Responsible Party.

This agreement applies exclusively to the property commonly referred to and known as the St. Andrews at Rockport Clubhouse located at 100 Rockport Drive; the adjoining pool is not part of this rental agreement. This agreement is only for the time frame of _____, between the hours of **7:00 a.m. and 10:00 p.m.** for a four hour period only, for the explicit purpose of _____, under the following terms and conditions:

1. Rent shall be a \$35 non-refundable fee. Additionally, a \$150 refundable security/nuisance deposit is required at the time of signing the agreement.
2. Lessee/Responsible Party agrees to clean and restore said facility to the condition it was prior to the rental period and to be responsible for any and all damages to the premises during the period of the lease. In the event any legal action is taken against Lessee/Responsible Party, the Lessee/Responsible Party shall pay the reasonable attorney's fees and all costs incurred by Lessor/STARHOA as a result of having to take such action.
3. Lessee/Responsible Party hereby indemnifies and holds Lessor/STARHOA, and its officers, directors, members and agents, harmless from and against any and all claims, causes of action, liabilities, costs and expenses including reasonable attorney's fees which arise from or relate to the use of the clubhouse or which occurs in or about the clubhouse during the term of Lessee's/Responsible Party's usage. Additionally, Lessee/Responsible Party hereby releases and forever discharges the Association and its officers, directors, members and agents from any and all claims, causes of action, liabilities, costs and expenses for personal injury or death or damage to or destruction of property arising from use of the clubhouse pursuant to this Agreement.
4. Lessee/Responsible Party agrees to use the facility for the purpose as stated above and in such a manner as not to cause any waste or damage, or create a nuisance of any sort whatsoever. Incorporated by reference is Exhibit A, attached, copy of the current STARHOA Clubhouse Operating Procedures which has been read and agreed to by the Lessee/Responsible Party.
5. Lessee/Responsible Party understands that no supervision or oversight of the function will be provided by the Lessor/STARHOA. In the event that activities of the Lessee/Responsible Party shall cause undue disturbances or nuisance to other residents, the Lessor/STARHOA shall have the right to immediately terminate the Lessee's/Responsible Party's usage of the facility and to retake possession of said premises.
6. IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Lessee/Responsible Party Signature

STARHOA Representative Signature
ST. ANDREWS AT ROCKPORT
HOMEOWNERS ASSOCIATION

Lessee/Responsible Party Address

Lessee/Responsible Party Phone

CLUBHOUSE OPERATING PROCEDURES EXHIBIT A

SCOPE: This resolution applies to all homeowners and residents of St. Andrews at Rockport, their family and guests.

PURPOSE: To assure the operation of the clubhouse facility in a manner which optimizes the enjoyment and safety of all St. Andrews at Rockport homeowners and residents.

PENALTY FOR VIOLATION OF RULES: Violators of rules established herein may be denied use of the facilities for a period deemed appropriate by the Board of Directors or may be subject to legal actions to include recovery of all costs arising from the action. Non-members may be asked to leave Association property or be subject to arrest for trespassing. Vehicles parked in violation of established rules may be towed and stored at the owner's expense.

GENERAL: Enforcement of the rules is the explicit responsibility of each and every resident of St. Andrews at Rockport. Unsafe or destructive conduct by anyone in a common area creates a hazard and liability to the entire community.

Any guests using the facilities must be accompanied by a St. Andrews at Rockport homeowner or resident. Homeowners are responsible for the conduct of their guests and for any damages caused by themselves or their guests.

St. Andrews at Rockport assumes no responsibility for any personal items lost or stolen or for any damage to any vehicles towed from Association property.

St. Andrews at Rockport assumes no responsibility for any accident or injury to any person while on Association property.

CLUBHOUSE:

General Usage: The clubhouse will be kept locked unless the property is officially signed for by a responsible party.

Usage Guidelines: Usage is available to all neighborhood groups and individuals for private use. Priority is given in the following order: #1) Neighborhood committees consisting of volunteers in an activity for the common good of the neighborhood, #2) Neighborhood groups consisting of predominately neighborhood residents and #3) Private parties hosted by a St. Andrews at Rockport homeowner, rental is restricted to individuals at least 21 years old and the actual owner of the property (not a guest or tenant).

Rental Guidelines:

-Rental arrangements can be made by calling Sentry Management at and leaving your name, address and phone number as well as the date you desire to rent the clubhouse, with a minimum of 14 days advance notice. The Clubhouse Coordinator position will keep the official calendar of events and be responsible for key control and damage assessments. Keys will be non-duplicable and the responsibility of the Responsible Party who signs for them. Loss of the keys or card keys may result in charges for re-keying the clubhouse and buying all new inventories of keys.

-A Thirty-five (\$35) non-refundable rental fee plus a One-Hundred Fifty Dollar (\$150) refundable damage/nuisance deposit will be required at the time of rental. This deposit will be refunded after the facility has been inspected by the Clubhouse Coordinator and the keys returned. Any damages above the \$150 deposit will be charged to the Responsible Party who signed the rental agreement and usage privileges will be suspended until reparations are made in full. If the gate is propped open by you, or your guest, the \$150 deposit will not be refunded. Please keep in mind that the property is under video surveillance. Any failure to make reparations in full will result in any and all possible legal actions to include recovery of all costs and attorney's fees arising from the action. The damage/nuisance deposit can be charged against for excess noise that was not handled after the first complaint by other residents. The dollar figure will be determined by the Clubhouse Coordinator depending upon the gravity of the complaints and based upon the board approved scale. Canceling of reservations within one week (7 days) of the date of the reservation for any function to be held within 1 week of an official holiday will result in

the full forfeiture of the rental fee. Any other time of the year cancellation within three (3) days will result in full forfeiture of the rental fee.

-The Party hosting the function is responsible for cleaning the clubhouse. The Responsible Party will ensure that all items on the Clubhouse Cleaning Checklist have been completed. Individuals are required to provide their own cleaning supplies.

-The Responsible Party will ensure that all items on the Clubhouse Property Inventory Checklist have been checked upon arrival and checkout. Any damages discovered upon entering the facility for the first time will be immediately reported or the lessee will assume responsibility for the damages.

CLUBHOUSE RULES:

- 1) The Responsible Party who has signed for the keys **MUST** be on the premises at all times.
- 2) No loud music or excessive noise which interferes with residents enjoying the use of the pool or homeowners nearby.
- 3) All damages will be charged against the deposit and additional expenses will be charged to the Responsible Party; clubhouse usage privileges will be suspended until full reparations are made.
- 4) St. Andrews at Rockport is not responsible for lost or stolen items, nor personal injury.
- 5) Functions in the clubhouse must be confined to the area directly surrounding the clubhouse, not to infringe upon nearby residents.
- 6) Maximum occupancy for the building only is thirty (30) people.
- 7) Functions which would require an admission to enter are prohibited.
- 8) Functions for children or teenagers require adult supervision by the Responsible Party the entire time of the party.
- 9) Functions must be over and the clubhouse cleaned out no later than 10:00 p.m.
- 10) Decorating of the facility must be done without damage to any walls or furnishings.
Absolutely NO nails, tacks or tape are to be used.
- 11) The clubhouse must be thoroughly cleaned to include every item on the checklist; cleaning supplies are the responsibility of the renter.
- 12) The grounds surrounding the clubhouse must also be cleaned if debris from the function is evident.
- 13) If during the course of the function you are asked to lower the volume of noise or bring guests in from the outside, it is your responsibility to do so. If there is a need to be asked a second time this is grounds for forfeiture of all or part of the damage/nuisance deposit and may inhibit your future use of the property.
- 14) Absolutely NO abusive language will be tolerated. All rental privileges will be immediately suspended.
- 15) You are completely responsible for your guest's actions.
- 16) The clubhouse rental applies only to the clubhouse facility; the pool area is not a part of the clubhouse and no residents can be discouraged from usage of the pool at any time.
- 17) The renter assumes all responsibility for the use of alcohol on the premises and any consequences thereof.
- 18) No smoking is allowed inside the clubhouse or inside the pool area.
- 19) No pets are allowed inside the clubhouse.
- 20) A fire extinguisher is located in the kitchen.

PARKING LOT:

-Only disabled persons may park in the spaces designated for handicapped parking. Vehicles parked in this space must have a state handicapped license plate or a handicapped parking placard displayed on the dash or hung from the rear view mirror of the vehicle.

-No persons will park their vehicle in the parking lot when not actively using or performing maintenance on the facility.

-Parking is permitted in designated spaces only.

-Bicycles will not be left unattended in the parking lot or on the sidewalks.

-Unattended vehicles in violation of these rules will be towed at owner's expense.