

HARROGATE NORTH CONDOMINIUM ASSOCIATION

C/O: A2Z Property Management, LLC
PO Box 1376
Hockessin, DE 19707
Email: hnc@A2Zpmc.com
Phone: 302-239-6000

Clubhouse Rental Agreement

- A. This agreement is made and entered in this _____(month)_____ (day) of _____(year) by and between Harrogate North Condominium Association (hereinafter referred to as "Association"), and _____ (owner of a property in Harrogate North) (hereinafter referred to as "Owner").
- B. Association is the entity charged with maintaining and regulating the use of the common area in Harrogate North, including the Clubhouse.
- C. Owner is a member of the Association by virtue of ownership of a property in Harrogate North and desires to utilize the Clubhouse in accordance with the regulations applicable thereto.

Parties agree as follows:

- 1. **USE OF CLUBHOUSE AND RENTAL FEE:**
Owner is hereby granted permission to use the Clubhouse on _____(month), _____(day), of _____year, from _____ until _____ in consideration of the payment of a non-refundable rental fee which is hereby acknowledged by the Association. The use of Clubhouse expressly DOES NOT include use of any exercise facilities, saunas, massage rooms, or showers.
- 2. **Care of the Facility:**
Owner shall maintain the Clubhouse in the same condition of repair and cleanliness as that witnessed during inspection prior to use. Owner will reimburse the Association for repairs that result from negligence or carelessness. Owner shall immediately, upon receipt of invoice, pay all amounts due.
- 3. **PAYMENTS:**
This signed agreement and a check should be returned to the Management Company at least (2) two weeks prior to the scheduled event. The check should be made payable to Harrogate North Condominium Association. Anyone renting the Clubhouse must be a member in "good standing" of the Harrogate North Condominium Association (this includes being paid up-to- date on Association dues).

If Owner cancels their reservation at least 7 days in advance, they will be refunded their entire rental fee. Cancellations with less than 7 days' notice will result in no refund of the rental fee.

4. Owner shall be responsible for making sure all Clubhouse doors are locked after use. Failure of Owner to participate in the post-use inspection shall be interpreted as acceptance of Associations findings regarding condition without contest.

5. REGULATIONS GOVERNING USE OF CLUBHOUSE:

Owner's use of Clubhouse shall be subject to all applicable rules, restrictions, and regulations contained in the Governing Documents or this Agreement in effect at the time of usage. Owner covenants and agrees to conform to abide by all of said rules without limitation and Owner hereby adopts them as a part of this Agreement. Owner acknowledges possession of a copy of said rules and agrees that any breach of said rules by guests or other persons in attendance at the Clubhouse during the period of Owner's use shall be the responsibility of the Owner. Clubhouse Rental Rules include but are not limited to the following:

- a. The maximum number of attendees is 75.
- b. Residents and guests should use the parking areas of the clubhouse - not the private streets and driveways. If parking lot is full during the event, short-term parking is permitted on certain sides of the street. Signs are posted on the street indicating permitted parking locations.
- c. There is no smoking in the clubhouse. Smoking is permitted in the (outside) areas only.
- d. No burning of decorative candles is permitted in the clubhouse.
- e. You are responsible for the prevention of alcoholic beverages being consumed by minors or any other illegal activities conducted or engaged in by your guests.
- f. All activities must be conducted within the confines of the clubhouse and clubhouse patio. This includes, but is not limited to, the consumption of alcoholic beverages.
- g. Table covers should be used at all times. To move tables, lift and carry tables. Do not drag tables over hardwood floors or carpet.
- h. Please refrain from affixing or attaching banners, posters, balloons, pictures, etc. to any walls in the clubhouse with tape or other methods that will damage walls or leave residue. Renters are responsible for any damage.
- i. You are expected to clean up, vacuum, and restore tables to their original condition and location to a condition deemed satisfactory by a designated Association representative or managing agent. It is the member's responsibility to contact the Association representative and inform him/her the clubhouse is clean and ready for his/her inspection. Any unsatisfactory conditions will be reported to Management Company and Home Owners Association officials for their consideration. The attached checklist will be used to determine satisfactory conditions.
- j. Renters must provide any necessary kitchen and clean-up supplies.
- k. Please turn off all appliances, lights, fireplace etc., close all windows and lock all doors.

- l. Clubhouse rental is limited to the Owners of Harrogate only. You must be present at all activities conducted during your rental period.
 - m. The saunas, massage rooms, showers and exercise areas are off limits to party guests.
 - n. Renters must remove all party trash from the clubhouse.
 - o. No pets are permitted on the clubhouse property.
6. VIOLATION OF AGREEMENT:
Violation of any of the terms and conditions of this Agreement by Owner shall be subject to the remedies available to the Association through the Governing Documents, this Agreement and other remedies available at law.
7. ASSUMPTION OF LIABILITY:
Owner hereby releases the Association of all liability for the property, bodily injury, or other damages created by the actions of guest and invitees until such time as they leave property. Such actions include, but not limited to, the use of alcohol by minors or any other illegal conduct. Owner agrees to hold the Corporation harmless in any liability action resulting from this Agreement.
8. ATTORNEY'S FEES:
Owner and Association agree that any attorneys' or arbitrators' fees incurred in enforcing this Agreement through litigation or arbitration may be recovered by the prevailing party.

This agreement is hereby executed the day and year first above written.

ASSOCIATION

OWNER

Printed Name

Printed Name

Signature

Signature

Title

Home Address

Date

Email Address

Amount Paid : _____

Phone

HARROGATE NORTH CONDOMINIUM ASSOCIATION

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Clubhouse Rental Agreement Addendum **Alcoholic Beverages**

I, _____, am renting the Harrogate North Clubhouse on
_____ (Date).

I understand that I, _____, will not be allowed to serve any alcoholic beverages on the premises of the clubhouse during the above referenced date if the following conditions are present: requesting money by donation, contribution, or door charge, for any purpose. I further understand that I will be responsible and accept liability for any bodily injuries or property damage liability, if any, incurred or caused by my guests.

Additionally, I agree to indemnify and hold harmless the Harrogate North Condominium Association for any claims resulting from actions related to my rental or use of the Clubhouse.

Owner's Signature: _____ Date: _____

Non-Owner's Signature: _____ Date: _____

(If Applicable)