**Alhambra Club Condominium Association, Inc.**

**CLUBHOUSE RENTAL AGREEMENT**

This agreement is made between the renter, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Alhambra Club

Condominiums for the date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The time frame the clubhouse is needed is from \_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_. Contract hours will be strictly enforced. This time frame includes set up and clean up before and after the clubhouse activity. It is agreed that the following rules will be followed without exception. The approximate number of people attending this even will be \_\_\_\_\_\_\_\_\_\_.

1. A security deposit of one hundred ($100) dollars in a check and a rental fee of fifty ($50.00) dollars in cash for each day requested. The clubhouse/recreation area must be left in its original condition by the end of the contract period noted above. Any damages above $100.00 will be charged to the unit’s account and the security deposit will not be returned. A list of instructions is provided below. Any reservation of more than one (1) day will require approval of the Clubhouse Committee.
2. Upon completion of the rental of the clubhouse, clubhouse must be in the condition it was when the renter first entered. Carpet must be clean, kitchen sink and refrigerator clean and food removed, trash in kitchen and bathrooms removed, tables and chairs placed back in original area. Upon check by association designee, any areas found to need cleaning, will be cleaned by the renter without exception before the security deposit is returned.
3. Residents making reservations must advise guests of parking restrictions and are responsible for guests’ use of clubhouse parking (West of clubhouse building) or visitors’ lots only. Parking on grassy areas or sidewalks will not be permitted.
4. No Smoking, no food or drinks are allowed outside the clubhouse. Smoking is allowed outside the Texas Avenue side of the main entrance.
5. In accordance with County health codes no pets are allowed at any time in the clubhouse or the fenced pool area.
6. Noise must be kept to a minimum and music etc. must be low in volume not disturbing residents.
7. Clubhouse doors will be kept closed to prevent heat/AC loss.
8. The Clubhouse may not be used for profit or gain other than by the Association.

9a. The applicant agrees to indemnify and hold harmless the association, its Officers, Directors, employees, agents, and members, past, present, and future from any and all claims, cost, causes of action, and liability (including, but not limited to, attorneys’ fees) for any injury, to either person or property, suffered by the applicant, their family members, employees, agents, servants, guests, invitees of any member of the Association, or any other person which arises from or are in any way related to the above activity, whether or not caused by the Association’s negligence.

9b. Applicant assumes all responsibility for the actions and behavior of all persons present at, attending, or in any way related to applicant’s function, and the applicant agrees to be personally responsible for causing all such persons to comply with the Association’s Declaration, By-laws, and Rules and Regulations. The applicant acknowledges that violation thereof by any person present at, attending, or in any other way related to their function may at the sole discretion of the Association’s Board of Directors, result in forfeiture of my deposit and future use of the area.

9c. The applicant understands the applicant is being granted use of the club house for the time period specified in the Reservation Agreement subject to the right herein reserved by the Association to enter the club house and terminate your use thereof should the conduct of any person using the facility endanger the health, safety, or well-being of any person or constitute a threat of any property.

9d. As the applicant, you are acknowledging being at least twenty-one (21) years of age, an Alhambra homeowner, and will be in attendance at the function. The applicant hereby agrees and represents that the club house will be used for lawful purposes only and will not be used for personal profit. If any conduct at the function the applicant is sponsoring violates federal, state, local laws or ordinances, or Alhambra Rules and Regulations, the applicant’s rights to use the club house under this Agreement shall be terminated and the Association shall have the right to take possession of the club house and instruct your guests to leave the property.

9e. User agrees to indemnify and hold harmless Alhambra Condominium Association Inc., its agents, and employees from and against any claims for damages for persons or property arising out of any use of the Alhambra Club House area and its premises by User. Alhambra assumes no responsibility for any property placed in or about Alhambra.

9f. No oral agreement for the use of Alhambra Club House area shall be valid. All reservations must be confirmed with a written contract and approved by an Alhambra Condominium Association Board member or a management company representative.

Renter’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Unit # :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Check # Received: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_refundable upon clubhouse check after rental completion.

Cash Received (non-refundable) Initial: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_