

SHPOA CLUBHOUSE RESERVATION AGREEMENT

Use Date: _____ Property Owner's Name:

Property Owner must be present during entire event and is responsible for all guests at the event. If the Property Owner is found to be absent from the event, the event will be immediately ended and the guests will be told to vacate the premises. Lot Number: _____ Address: _____

Telephone:(Home)_____ (Work)

_____ Date Last Association Dues Paid: _____

Property Owner's dues must stay current and he or she must stay in good standing to rent any facilities owned by SHPOA.

NOTE: The property owner expressly agrees SHPOA is not responsible for the activities of the property owner or their guests while using the clubhouse. The property owner expressly represents and agrees the clubhouse shall NOT be used for any illegal, immoral, offensive, or annoying purpose. Commercial uses, such as selling or marketing a product for his or her personal business gain cannot be done. Further any other use which SHPOA feels is not in the best interest of the Association is not allowed. The use of SHPOA facilities for the advancement of a political party or fundraiser is strictly prohibited.

Prices, Rules, & Regulations: Prices are subject to change without notice. Prices are guaranteed for a period of not more than 1 YEAR. The rental prices are based on the day of week and levels desired. Refer to Table of Clubhouse Rates.

Day of week _____ Type of Event: _____ Hour(s) of Event:
_____ Persons: _____

Level(s)*: Top Bottom Both *Regardless of levels reserved, the Property owner

is still responsible for all levels of the clubhouse and surrounding clubhouse grounds.

Reservation Fee \$_____ Damage Deposit \$_____ Total
Due Prior to Key Pickup \$_____

1. This agreement is solely for use of the SHPOA clubhouse and specifically excludes the swimming pool, tennis courts, basketball courts and beach area. SHPOA sponsored functions have priority for all dates. SHPOA has the right to refuse any reservation. No reservation shall be made to any non-Owner of South Harbour Property. The property owner must be present during the entire event and is responsible for their guests on SHPOA property. A property owner may reserve the clubhouse only once a month. *NOTE: SHPOA reserves the right to reserve the remaining level of the clubhouse for another function.* SHPOA is NOT responsible for any personal items lost, damaged, stolen, or misplaced by renters, guests, or caterers. No overnight stays are permitted at the clubhouse and no overnight parking is permitted in the parking lot. Parking lot spaces cannot be reserved. All parking in the SHPOA lot is on a first come basis.
2. SHPOA shall have the right to enter the clubhouse prior to, or during the use of the facility to terminate this agreement by oral notice to the property owner and request their guests leave the clubhouse and premises immediately, if necessary.
3. *The property owner agrees to be responsible for any damages caused by the use of the premises by his or her guests and to indemnify and hold harmless SHPOA for any all liabilities, damages, and expenses which may arise or result from the use of the clubhouse and surrounding area by the property owner or their guests. In the event SHPOA shall be called upon to pay any damages as a result of the use of the clubhouse and surrounding area by the property owner or their guests, the property owner agrees to defend such action, or to indemnify for its defense, including attorney's fees. The property owner understands and agrees that any damages will result in a loss of a portion OR all of the damage deposit, but liability is not limited to the damage deposit as noted herein. The property owner understands his*

damage deposit will not be returned until any and all damages have been repaired or replaced by SHPOA. If damages exceed the damage deposit, the property owner will be billed for the difference. If this amount is not paid within 30 days after demand, a lien will be placed on the property owner's property.

4. The property owner is required to perform all cleaning duties. **Note: The property owner is responsible for (but not limited to) clearing the kitchen and tables, removing all decorations, cleaning up all debris and spills, removing all trash to the trash dumpster, turning off all lights, and locking all doors. An additional fee of at least \$75.00 will be charged if the property owner does not fulfill this obligation. All furniture must be returned to its original location-- Including all folding tables and chairs.*
5. No items, including any Rental Equipment shall be left in the building after the event.
6. Any signs, posters, decorations, or other items affixed to any interior or exterior walls or other furnishings must be removed after the event. If SHPOA is required to remove any mounted items, a fee of \$75.00 or a charge of \$20.00 per hour, whichever is greater, shall result. If ANY damages have resulted from objects being affixed to the premises, the property owner will be charged for cost of repair. **NOTHING IS TO BE ATTACHED TO THE SOUTH HARBOUR SIGNS AT THE ENTRANCES TO THE DEVELOPMENT OR TO THE SIGN AT THE ENTRANCE TO THE CLUBHOUSE. ATTACHING ANYTHING TO THESE SIGNS WILL RESULT IN LOSS OF DAMAGE DEPOSIT and additional repair costs. Cont'd on page 2**
7. No RICE, BIRDSEED, POPCORN, CONFETTI, or GLITTER OF ANY TYPE or similar type material is to be used anywhere on SHPOA property. All CANDLES must be in glass or similar type enclosed containers. Any PUNCH, SAUCE, WINE, or similar product spilled on carpets or furniture will result in an undetermined dollar amount clean up fee. The fee will be the amount charged to have item(s) professionally cleaned. It is recommended that if a spill occurs that a white damp cloth be used to blot up the area immediately.

8. The key(s) must be dropped in the slot outside the upper level front door following the event. Failure to return the key(s) as described shall result in a fee of \$115.00 for a lock change.
9. Damage to the clubhouse or violation of the terms of this contract may result in loss of some or all the damage deposit. All repairs, replacement costs, and/or cleaning charges will be deducted from the damage deposit and not the use fee. If additional funds are required, the property owner will be held liable and if necessary, a lien will be affixed to the property owner's property.
10. Any violation to this contract may result in the event being immediately ended and all guests told to vacate SHPOA property.
11. Any exceptions to the above agreement require the approval of the SHPOA board.

The property owner acknowledges that the following have been covered:

- The Property Owner has read both pages of this Agreement.
- Damage Deposit
- The Property owner will perform cleaning after the event as described in the South Harbour Cleaning Responsibilities document
- Check/money order is to be made payable to SHPOA.
- All fees are to be paid before receipt of any keys and shall be payable on the Property Owners account. Keys must be picked up during regular office hours.
- Understands the reservation fee may be NON-REFUNDABLE if they cancel and SHPOA is unable to rent to another property owner.
- Acknowledges receipt of a signed copy of this agreement
- All checks are deposited into the SHPOA bank account.
- Keys must be returned in the drop box immediately after the building is vacated.

The property owner by executing this lease agreement acknowledges he or she had read the lease agreement in its entirety, and he or she understands and agrees with the lease in its entirety. The Property owner, therefore, agrees to rent the

clubhouse as set forth herein.

This contract is cancelled if Property Owner sells or closes on sale of their home before date of scheduled event.

The contract is cancelled if property owner is or fails to stay in good standing with SHPOA including payment of dues and other covenants.

Property Owner Signature
Representative

Date

SHPOA

Revised 09/01

Monies paid _____ on _____ received
by _____ Ck# _____

Monies paid _____ on _____ received
by _____ Ck# _____