



Clubhouse Rental Agreement

This Agreement is by and between the Columbia Vineyards Homeowners Association, a not for profit corporation (hereafter "HOA") and the undersigned (hereafter "Renter") for use of the Columbia Vineyards Homeowners Association's Clubhouse (hereinafter "Clubhouse"):

1. **Use.** Renter may use the clubhouse for meetings or social gatherings.
2. **Dates of Use.** Rental period is from 9:00am to 11:59pm, unless otherwise arranged. Extended rental can be utilized for set-up or clean-up for an additional \$25 fee if Clubhouse is not previously rented. Renter shall have use of the Clubhouse on the following date and time:
 - a. **DATE:** _____
 - b. **HOURS/TIME OF EVENT:** _____
3. **Furnishings.** The HOA shall provide use of the Clubhouse in its current "as-is condition" equipped with restrooms, a partial working kitchen, sofas, fireplace and tables/chairs.
4. **Rental Fee.** The Rental fee is to be paid for use of the Clubhouse shall be \$250.00 per day, which shall be paid at the time when application is submitted.
5. **Security Deposit.** Renter shall pay a security deposit of \$250.00 in addition to the rental fee. The deposit is refundable if the facility is left clean and there is no damage to furnishings or equipment. If you do not clean, you forfeit your deposit. Should damage exceed the deposit, the HOA shall bill Renter with the amount of damages and Renter agrees to pay the same within 10 days of receipt. Renter agrees to fully indemnify the HOA for any costs associated with collection of these costs including any reasonable attorney fees and court costs required to collect the debt. A checklist has been provided to detail expectations.
6. **Cancellation Policy.** If the rental is cancelled within 30 days, the \$250.00 security deposit may be retained. If cancellation occurs before 30 days from the rental date, the full rental fee and deposit will be refunded.
7. **Occupancy.** At no time shall Renter exceed the maximum Occupancy of 99 persons in order to promote social distancing.
8. **Noise Ordinance.** No music shall be played outside of the building per City code.
9. **Decorations.** **No decorations may be attached to any walls whatsoever.** If decorations are attached or hung on walls or ceiling, your \$250.00 cleaning deposit will be retained in full. Any

outside decorations must be approved by the HOA prior to set-up.

10. **Agreement between Parties only.** Both parties agree that this agreement does not create a contractual relationship with any other party except the HOA and the Renter beyond that of a landlord and tenant for the agreed upon time the Clubhouse may be used.

11. **Release from Liability.**

- a. Renter assumes any and all responsibility for, nor shall the HOA have, liability for the actions or inactions of the renters and his/her guests and invitees or for any injury, damage or loss any person may sustain while using the facility or in connection with or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any person while using the facility. Renter on behalf of the Renter, his/her heirs, successors and assigns, and on behalf of his/her guests and invitees, their heirs, successors and assigns hereby releases the HOA and the respective officers, agents, members, successors and assigns, from any claims which Renter, his or her guests, and invitees, now have or may hereafter have which are related in any way to any loss, damages or injury that may be sustained in connection with their use of the facilities or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in while using the facility.
- b. Renter(s) on behalf of his or her self, his or her heirs, successors and assigns, agrees to indemnify, defend and hold harmless the HOA and their respective officers, directors, shareholders, agents, members, successors, and assigns any against any and all claims, demands, damages, costs and expenses, including reasonable attorney fees arising from the user of the facilities, including the buildings and sidewalks adjoining the same, by the Renter, or his or her guests, and invitees, or as result of any activity including consumption of alcohol or other intoxicating substances, engaged in by any such person while using the facility. In the event any action or proceeding is brought against the HOA, or their respective officers, directors, shareholders, agents, members, successors, or assigns by reason of any such claim, Renter(s) covenants and agrees to pay all costs of defense of such action or proceeding by council satisfactory to the HOA.

12. **Additional Terms of Use.**

- a. **Cleaning.** The facility must be cleaned, all decorations and trash must be removed, and the facility must be vacated by the end time indicated in this Agreement. Renter shall remove all personal articles, including leftover food, decorations, etc., and depositing trash in the trashcans. The Departure Checklist should be referenced for the full list of expectations.
- b. **Exit Condition.** All appliances and lights need to be turned off, thermostat set at appropriate temperature, and all doors/windows locked. Key & Cleaning Checklist is left on the kitchen counter. If it becomes necessary for the HOA to do an extensive amount of cleaning, there will be a corresponding deduction, determined by the HOA, from the Renter's security deposit.

- c. **Parking.** Renter shall assure that his/her guest park in the designated parking lot. No vehicles are allowed on the grass.
- d. **Animals.** Animals, with exception of service animals, shall not be permitted inside the Clubhouse without prior, written approval of the HOA.
- e. **Smoking.** Smoking is prohibited inside the Clubhouse. Smoking must be in designated area only.

13. **No Assignment.** This Agreement may not be assigned by a party without the express written consent of the other party.

14. **Amendments.** This Agreement may not be amended, modified, or revised except by a written instrument executed by both parties.

15. **Venue.** This Agreement has been entered and shall be construed in accordance with the laws of the State of Missouri.

NOW ON THIS _____ day of _____, 20___, the parties sign their hands to this Agreement.

Renter

HOA Representative

Phone: _____

Email: _____

Address: _____
