

**BRUSHY MEADOWS HOMEOWNERS ASSOCIATION, INC.
CLUBHOUSE RENTAL AGREEMENT**

Renter: _____

Address: _____

Phone: _____

Type of Event: (Specific) _____ With capacity limited to 100 people.

Time Period: Day _____ Date: _____

From: _____ AM/PM To: _____ AM/PM (not later than 1:00 AM)

Fee: FREE (first rental) \$50.00 (additional rentals) Security Deposit: \$ 300.00
Send one check for total fees, it will be deposited in BMHOA account, security deposit will be refunded subject to no violations.

This is an agreement between the above named renter and Brushy Meadows Homeowners Association Inc. (BMHOA). In consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Permission to Use: BMHOA hereby gives Renter permission to use the meeting area, kitchen area and restroom facilities (the "Facilities") during the above Time Period for the above specified Type of Event ("Event"). **The rental does NOT include the pool or pool area.** Renter's use of the Facilities shall not constitute a tenancy of any kind; this Agreement is not a lease. This permission is personal to the Renter and may not be assigned by Renter in whole or in part. Renter must remain within the Facilities at all times during the Event. There is to be no wet bathing attire permitted or worn inside the Clubhouse.
2. Payment of Fees: Renter agrees to pay BMHOA the fee set forth above immediately upon execution of this Agreement. In addition, Renter agrees to pay BMHOA the Security Deposit immediately upon execution of this Agreement, and agrees that the Security Deposit may be applied by BMHOA, at its sole and absolute discretion, towards any amount due from Renter for damage to BMHOA's property, including lost keys and or violation of the terms of this agreement. BMHOA will not pay interest on the Security Deposit.
3. Food and Beverages: BMHOA does not sell, serve or furnish food or beverages of any kind. Renter may engage a caterer to serve food and beverages during the Event, but Renter and Renter's caterers take full responsibility in doing so. No alcohol is to be consumed upon the premises by anyone under the age of 21.
4. Purpose and Restrictions: Renter may not use the Facilities for any purpose other than Event as described above. Renter agrees to all rules, regulations and restrictions described in the attached "Brushy Meadows Homeowners Association, Inc. Clubhouse Rules and Regulations", together with any and all posted rules, regulations and restrictions or other information, including, without limitation, the minimum cleaning requirements (as posted in the Clubhouse kitchen area). Renter shall not use the Facilities for any unlawful purpose nor for any purpose inconsistent with the purposes of BMHOA. Renter shall not use the Facilities in any way which would constitute a nuisance, to include noise that can be heard outside the confines of the Clubhouse building, shall not damage or waste the Facilities in any way, and shall not obligate BMHOA in any way. Persons attending the event are to remain within the building. The Clubhouse is to be used for social events only, therefore any occupation, profession, trade or business of any kind, nature or intent or any other activity that would

imply business use, to include any home based pursuit, is hereby prohibited. **SMOKING IS PROHIBITED** anywhere within the Facilities. **Any violation or breach of the Information or this Agreement may, in BMHOA's sole discretion, result in the immediate termination of this Agreement and/or the denial of future use of the Facilities to include any/all common areas with forfeiture of deposit.** Any violation by the renter will be considered attached, and subject to penalty, of the household membership.

5. Indemnity and Release: Renter and all of Renter's guests, invitees, employees and agents shall assume all risk of use. Renter shall indemnify, defend and hold harmless BMHOA from any claims, demands, expenses, attorneys' fees and liability arising out of the Renter's use. In addition, Renter for itself and for all persons who may come upon the Facilities or adjoining areas and grounds during Renter's use of the Facilities, hereby agrees that BMHOA shall not be liable in any way for any manner, cause, thing, action or omission with respect to the Facilities or the adjoining areas and grounds or with respect to Renter's use of the Facilities, and BMHOA is hereby released and discharged of any and all liability of any kind with respect thereto. Renter and BMHOA are not partners, joint venturers, principals, and agents or otherwise related in any way. Renter is responsible for any and all damage to any property of the Facilities. Renter agrees that BMHOA may file a lien against Renter for any and all costs, expenses and/or damages incurred by BMHOA in connection with this Agreement, which have not been satisfied within thirty (30) days written notice from BMHOA to Renter.
6. Guests are to remain inside of the clubhouse during the event.
7. Clean up should be completed at the conclusion of the event.
8. Doors need to be secured and locked upon exiting the building.
9. Miscellaneous: This document and the Clubhouse rules/regulations contain all statements and agreements made regarding the use of Facilities by the Renter. This Agreement shall not be amended or modified, except by a written agreement signed by both Renter and BMHOA. The Clubhouse rules and regulations, which become a part of this agreement has been provided, understood and accepted.

**BRUSHY MEADOWS HOMEOWNERS
ASSOCIATION INC.**

RENTER

By: _____
Clubhouse Manager

Date: _____

Rev: 02/16/08