

ASHTON PLACE CLUBHOUSE RENTAL AGREEMENT

The undersigned hereby requests permission to use the Ashton Place Clubhouse on _____ from _____ to _____ for the purpose of _____. The undersigned tenders two (2) separate checks: 1) a check for the event rental fee of **\$30 (Thirty Dollars)** and 2) a check for the Security Deposit of **\$125 (One Hundred and Twenty-five dollars)** payable to the Ashton Place Condominium Association. Your Security Deposit will be returned upon inspection of the facility and if all other rules of the Agreement are followed.

1) Event rental fee of \$30 received. _____ 2) Security Deposit check of \$125 received. _____

Things to know about the clubhouse:

- You must be current in payment of your condo fees to rent the clubhouse.
- Overnight (No sleepovers) use of the clubhouse is prohibited.
- Clubhouse is available for daily rental from 7:00 a.m. to 11 p.m.
- If a problem arises at the time of your event, Management Company and Board Member contact information is posted on the bulletin board in the entryway.
- Thermostat can be controlled by the person renting the clubhouse. You may want to check the setting in advance of your event to make sure the setting will be comfortable for your event.
- The fireplace is operable by a switch on the right side of the fireplace.
- A maximum of 40 guests is allowed at the event per the Fire Code and **SMOKING IS PROHIBITED** within the clubhouse.
- Parking on Hunt Drive is prohibited by the township. Spaces in front of the clubhouse and to the north of the clubhouse are for guest parking. During pool season those spaces give preference to clubhouse guests over residents/occupants using the pool. **You may want to put up signs in front of the clubhouse announcing your event is scheduled.**
- Use of the Pool and Workout facilities are **NOT INCLUDED** with the rental of the Social Room.
- Pets are prohibited in the clubhouse with the exception of service animals.

Rules to follow with the rental of the clubhouse:

- Resident/Occupant renting the clubhouse **MUST BE PRESENT** for the entire rental period.
- Because of the high ceilings, we ask that **no balloons** are used. If the Association has to take them down and a cost would be incurred, that cost will be withheld from your Security Deposit.
- The premises must be cleaned at the conclusion of the rental period.
Cleanup: Dishes washed and put away; range and oven cleaned if used; furniture put back in place; floor swept and mopped or vacuumed; food removed from refrigerator; towels, etc. provided and used must be laundered and returned to the clubhouse; and all trash from the rental event, including restroom trash must be emptied and disposed of at your unit with your regular pickup and not left for pickup at the clubhouse. Any further cleanup required by the Association will be withheld from the Security Deposit.
- Any cost to repair any damage found to have been done to the facility as a result of your event will be withheld from your Security Deposit.
- Please make sure all lights, fireplace and all appliances are turned off at the end of your event.
- Please be sure to lock all doors at the end of your event.

Resident/Occupant agrees that the Clubhouse should be used and occupied in a careful, safe, and proper manner. Resident/Occupant will not allow the Clubhouse to be used for any purpose other than for the specific event or purpose described in this Lease.

Resident/Occupant shall be personally liable for any damage to the Clubhouse, its contents and grounds, and promptly pay all charges incurred by the Association to repair such damage.

Resident/Occupant further understands and acknowledges that the Association's insurance does not insure the Resident/Occupant, Resident/Occupant's guests (invited or uninvited), and family members for their negligence, intentional misconduct, or any other actions; and that Resident/Occupant should make his/her own arrangements for insuring the same.

The use of the Clubhouse and all surrounding areas is for Resident/Occupant's and their family members' and guests' sole risk. The Association will not provide police, security, or any other such services for the benefit of Resident/Occupant and their family members or guests. Resident/Occupant understands and acknowledges that he/she is responsible for all actions, negligent or intentional of him/herself and Resident/Occupant's family members and guests (invited or uninvited) on route to, during, and after the function, and that the Resident/Occupant is responsible for his/her own sobriety and the sobriety of Resident/Occupant's family members and guests and Resident/Occupant hereby relieves the Association of any liability for actions of family members and guests as if the function were held in the Resident/Occupant's home.

Resident/Occupant must indemnify, hold harmless, and defend Association, its Board of Directors, members, Unit Owners, employees, Property Manager, and agents against all liabilities, claims, actions, causes of action, and expenses, including, but not limited to, reasonable attorneys' fees, for real and/or personal property and/or bodily damage that may arise out of, relate to, or be caused by any act or omission of Resident/Occupant, family members, guests, agents, contractors, and/or invitees arising out of, related to the use of the Clubhouse.

Resident/Occupant is prohibited from bringing or allowing any substance, which will increase the hazard of fire to be brought into or upon the Clubhouse unless, the Resident/Occupant received the Board of Directors' prior written approval. Resident/Occupant is prohibited from permitting the Clubhouse to be used for any unlawful purpose or in any way that will injure the reputation of the Clubhouse or the Association or will disturb any of the other Resident/Occupants.

Resident/Occupant understands that this Lease is not a residential or rental agreement under the provision of the Ohio Revised Code Section 5321.01. Resident/Occupant agrees that the provisions of the Ohio Revised Code Section 5321 do not apply to this Agreement in any legal action whatsoever, Resident/Occupant agrees that neither the Association nor Property Manager is a landlord under the terms of this Lease nor are any of the terms of this Lease to be construed as creating the relationship of landlord-tenant between the Resident/Occupant and the Association or the Property Manager.

None of the provisions in this Lease will be waived or modified except in writing, duly executed by Resident/Occupant and the Association. This Lease contains the entire understanding of the parties and no representations, promises, or agreements, except those contained herein, have been made or relied upon, and said terms shall be conclusive and not to change unless made in writing.

RESIDENT/OCCUPANT CERTIFIES THAT HE/SHE HAS CAREFULLY READ THIS CLUBHOUSE LEASE AND FULLY UNDERSTANDS ITS CONTENTS AND SIGNS THE DOCUMENT AS HIS/HER OWN FREE ACT, WITH THE INTENTION TO BE LEGALLY BOUND, AND TO BIND ANY PERSON WHO COULD CLAIM THROUGH RESIDENT/OCCUPANT, ON AND AFTER THE DATE SET FORTH BELOW.

Print Name: _____

Accepted for: _____

Unit Address: _____

ASHTON PLACE CONDOMINIUM ASSOCIATION

Date: _____

Date: _____

Signature: _____

Signature: _____