

Highlands Homeowners' Association Clubhouse Reservation & Rental Contract

ONLY Highlands' residents who are 21 years or older may rent the clubhouse and sign this contract. Residency is established upon executing the contract and again prior to the date of the event. The terms of the contract are null and void when Highlands' proof of non-residency is discovered after execution of this contract.

Print Clearly:

Resident Name: _____ Owner: _____ Renter: _____

Address: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Date of Event: ___/___/___ Event Start Time: _____ Event End Time: _____ # of Guest: _____

Type of Event: _____ Person(s) for Whom Party is Being Given: _____

RENTAL PERIOD/TERMS: The rental period of the clubhouse is from 8:00am (includes set up, event and clean up) on the **Date of the Event** only. The established rental period is for the reservation date only. The total occupancy allowed per rental is 75 people. The clubhouse **MUST** be cleaned up and completely vacated by 12 midnight. Not vacating you and your guests from the clubhouse by the appointed time or by midnight will result in **FULL** forfeiture of the security/damage deposit.

PAYMENT TERMS: Payments can be made by personal check, cashiers check or cash. Checks must be in the name of the resident renting the clubhouse. Make all payments payable to the Highlands Homeowners' Association. A rental fee of \$300 along with a check for Damage Deposit in the amount of \$350. This must be paid upon reservation prior to the scheduled event. Refund of the damage deposit depends upon compliance with the terms of the contract. Cancellation of rental reservation must be in writing. Failure to cancel your reservation seven (7) days or less prior to scheduled event will result in loss of rental fee. The deposit will be refunded within fifteen (15) days of cancellation.

I have read this contract and agree to abide by all conditions and restrictions stated herein. The Highlands Homeowners' Association is not responsible for any personal effects left behind or for any unlawful activity or conduct of the renter and/or his/her guests. Any unlawful activity/conduct or any false/misleading representations by the renter on this contract will result in this contract being null and void with any payments made for the deposit and rental fee being retained by the Association. In addition, if any of the conditions listed on the reverse side of this contract are not met, I understand that all or part of my security/damage deposit may be forfeited. If any damages to the contents or structure of the clubhouse occur, it will result in full forfeiture of the security/damage deposit. If the deposit amount is not sufficient to cover damage(s), I will be billed for the balance. I also understand that my privilege to rent the clubhouse in the future may be revoked and may require a hearing before the Board of Directors.

Resident Signature: _____ Date: ___/___/___

For Association Personnel Only			
Rental Fee \$300 Due Within 21 Days	Paid: ___/___/___	Check # _____	Rec'd by _____
Deposit \$350 Upon Reserving	Paid: ___/___/___	Check # _____	Rec'd by _____
	Paid: ___/___/___	Check # _____	Rec'd by _____
Renter Requests Pool Cues: Yes ___ No ___			
Show Lease Agreement and/or DL: Yes ___ No ___			

Highlands Homeowners' Association Clubhouse Reservation & Rental Contract (Continued)

READ THE FOLLOWING CONTRACT TERMS CAREFULLY! YOU AGREE TO:

Clubhouse Key/Access Card Pickup & Return:

1. The clubhouse key/access card will only be given to the person signing this contract and must remain in that person's possession. Renter will be asked to present driver's license, other photo ID, and/or proof of residency.
2. The clubhouse key/access card must be picked up prior to the rental date. The clubhouse key/access card is obtained at the Highlands office between normal business hours. **NOTE: You MUST pick up the clubhouse key/access card by 1:00 p.m. on the Friday prior to the event.**
3. You MUST drop the clubhouse key/access card in the secured drop box on the clubhouse front door **after** you have secured the clubhouse at the end of the rental period. **Failure to return the clubhouse key/access card in the allotted time frame will result in a \$75.00 charge to your deposit.**
4. There will be a \$35.00 charge if a member of staff has to come to the clubhouse during your event.

Emergency Procedures:

Fire extinguishers are located in the front foyer and on the side of the fireplace opposite the door to the pool restrooms. For Police/Fire/Rescue, call 911 from the phone located in the pool restroom hallway. Any other emergency please TEXT: Manager/Courtney @ (407) 620-1045.

Decoration Restrictions:

Only table and/or free standing decorations are permitted. No decorations, banners or posters of any kind may be attached on the walls, ceilings, beams, windows, counters, light fixtures or furniture by any means. The use of confetti, sprinkles, glitter, bird seed or rice is prohibited. No open flames are permitted. Use of the fireplace is strictly prohibited. No banners or posters are permitted on the clubhouse facility's exterior or grounds. All guests must remain inside the clubhouse.

Full forfeiture of deposit WILL occur if these rules are NOT complied with by renter and/or guests.

Periodic spot checks do occur during events.

1. Any violation of any state or municipal laws during the term of this contract renders this contract null and void.
2. The person who signs this contract MUST be present at the clubhouse during the entire rental period.
3. Total occupancy MUST NOT exceed 75 persons during the rental period.
4. The clubhouse is a **NO SMOKING and No Vaping** facility.
5. The pool and pool area are off limits and MUST NOT be used for any reason during the rental period. Do not open double doors leading to pool in rear of clubhouse for any reason other than an emergency (e.g., fire).
6. The entire clubhouse interior, restrooms and exterior front entry area must be cleaned and be in good condition upon completion of the event. This includes but is not limited to: bagging all trash and placing it inside the dumpsters located on the west side of parking lot; cleaning the kitchen, if needed; mopping the floors, vacuuming the carpets, cleaning all table tops, counter tops and the restrooms. Remove all personal effects brought in for the event.
7. You must secure and/or lock **ALL seven (7)** entry doors/sliding doors at the end of the rental period.
8. If alcoholic beverages are being served, it is the responsibility of the renter to ensure all applicable state and municipal laws are followed. Kegs are not permitted on the rug surfaces.
9. No overnight parking of vehicles permitted in clubhouse parking lot. Towing charges will be at owner's expense.

Partial or full forfeiture of deposit/rental fee WILL occur if any of these rules or restrictions are NOT complied with by renter and/or guests:

1. You must **TURN OFF** all stove/oven controls and all lights except for the front entryway light at the end of the rental period.
2. **The pool table CANNOT be moved. A \$250.00 charge to have the pool table leveled/slats realigned WILL BE deducted from the deposit if the table is found to have been moved. Do not serve food on the pool table unless the provided cover is used.**
3. Prior approval from management is required before moving any furniture. Furniture must not be taken outdoors. You must not move or remove any of the Associations' holiday decorations or any Association related notices posted on the front door.
4. The sound system can be used with the provided tablet (\$50 charge if not returned). Please do not change any of the settings.
5. TV remote controls are provided for the smart tv's in the clubhouse. If they are not returned it is a \$50 charge per remote.
6. Any violations of the decorations rules as stated above.