Holiday Lakes Property Owner's Association, Inc Lodge Rental Contract

The Lodge hall may be rented, on an availability basis, to adult members (21 years of age and older) of the Holiday Lakes Property Owner's Association, Inc., who are in good standing, subject to the terms and conditions of the following contract:

- 1. The adult member (applicant) who applies for the lodge rental must initial each paragraph as proof that the terms in this contract are completely understood.
- The adult member (applicant) who applies for the lodge rental <u>must be present at all times or</u> <u>the Security Deposit will be forfeited</u> and the function may be terminated immediately by order of the Directors or their representative.
- 3. The charge for the lodge rental from October 1st May 1st is \$150.00 plus a \$150.00 security deposit. From May 1st October 1st the rental is \$245.00 with a \$150.00 security deposit. The contract for the lodge rental can be filed at the lodge office during regular posted business hours. The lodge rental balance of \$150.00 or \$245.00 must be paid 14 days prior to the scheduled event.* Member must leave a credit card on file before rental keys are released. Cancellation of contract shall result in forfeit of security deposit if within 7 days of the event. Member cannot sublease lodge.
- 4. This security deposit will be refunded after the scheduled function has been concluded and the lodge premises and restrooms are surrendered in a "broom-clean" condition; with set-up restored to original form and provided that the scheduled function is conducted in conformance to the guidelines, rules and regulations of the Holiday Lakes Property Owner's Association, Inc. The Lessee shall be responsible for any damage caused to the Lodge premises by any person or persons in attendance. In the event of damage to the lodge premises, the \$150.00 security deposit will be applied to such damage. *Cost of damages in excess of said security deposit shall be charged to the credit card on file.
- 5. In the event any <u>Security Officer</u> makes an appearance to the Lodge by reason of a complaint being filed relative to said scheduled function, the security deposit will not be refunded. The Board of Directors is empowered to retain said security deposit if they determine that any of the within guidelines have been violated.
- 6. By executing this contract, the Lessee agrees to hold Holiday Lakes Property owner's Association, Inc., its Directors, Members and employees absolutely harmless from any liability whatsoever associated with the provision of alcohol provided by Lessee.

6a. Alcohol shall be permitted for scheduled Holiday Lakes Property Owner's Association events and scheduled Lodge rentals.

- 7. The maximum number of persons permitted to attend a scheduled function shall be ninety-two (92) with table and chair seating and one hundred seventy-eight (178) without fixed seating. An adult chaperone shall be provided by the Lessee for every thirty (30) persons under the age of 18 years old attending said function. If the number of attendees at any function exceeds the allowed numbers, HLPOA Inc by and through its Directors, reserves the right to terminate said function without notice and retain the security deposit.
- 8. Smoking is <u>NOT</u> permitted in the building. You may smoke 10 feet from the wooden decks at the entrances to the Lodge.
- The beach and beach bathrooms are <u>NOT</u> included in the Lodge rental and will be considered trespassing if not wearing a Holiday Lakes wrist band. If you have a wristband and use the beach, <u>DO NOT</u> bring sand into the building as it damages the floors. BEACH CLOSES at 9:00 pm.
- 10. The Lodge must be vacated by midnight (12:00 a.m.) except on New Year's Eve, or the security deposit will be forfeited.
- 11. Music and other sounds emanating from the scheduled function will be maintained at a reasonable volume, especially after 9:00 pm. Excessively loud music or sounds will not be permitted.
- 12. The Lessee member shall be further responsible for insuring that all persons in attendance conduct themselves in a manner that will not disturb the surrounding neighboring members from the enjoyment of their respective premises.
- 13. The restaurant kitchen or the restaurant itself shall not be available for use while renting the Lodge facilities.
- 14. Set up may commence no earlier than 9 am the day of the event unless approval has been granted by the office in advance.
- 15. Only poster putty can be used for decorating purposes. **Tapes, tacks and nails are not permitted under any circumstances.**
- 16. Arrangements for pickup of a key must be made from the office. All doors must be secured at the time of departure or Lessee member shall be responsible for any damage to the Lodge.
- 17. All trash must be placed in garbage bags and put in dumpsters outside.
- 18. It is the Lessee's responsibility to keep all uninvited people out of the Lodge during the function; and Lodge bathroom if the restaurant is closed.
- 19. Everyone must Enter and Exit through the doors leading to the office. No one is to use the ramp leading to the restaurant for smoking purposes, visiting or greeting guests. Do not loiter in the hallway to the restaurant or set up tables or block the hallway in any way. This is a fire exit and if violated, the entire contract deposit will be kept by the Association.

20. The Restaurant is **PRIVATE**. Its facilities and equipment belong to them. Please do not ask for ice, silverware, etc.

Thank you for your cooperation and we hope you enjoy the use of this facility.

Deposit Paid:	Signature of Lessee Member		
Balance Paid:	Address of Member:		
Date Signed:	Lot #:	Date of Rental:	
Date & time of decorating:			
Approximate beginning and ending time of function:			

*Credit Card on File _____ (Visa, MasterCard, Discover, etc.)