

FOX BAY OWNERS ASSOCIATION, INC.
CLUBHOUSE RENTAL CONTRACT

1. Both member and non member of the Association can rent the clubhouse. The member or non member must be in good standing at the time at which the reservation is made and at the time of the event for which the clubhouse is rented.
2. The rental fee, security deposit and cleaning fee must be paid by member or non member of the association at the time of the reservation.
3. A \$100.00 security deposit is required by members or non members of the association renting the clubhouse. This payment must be paid in the form of a check drawn on the account of the member or non member of the association and will be held until inspection of the clubhouse following the reserved event.
4. The security deposit check will be returned if the clubhouse and its contents are undamaged and are in accordance with these conditions and to the satisfaction of the Association's Management Agent. Damages to the clubhouse or its contents, or failure to comply with these conditions will result in forfeiture of the security deposit. IF CLEAN UP COSTS OR DAMAGES EXCEED THE AMOUNT OF THE SECURITY DEPOSIT, THE MEMBER OR NON MEMBER SHALL BE LIABLE FOR THE AMOUNT BY WHICH SUCH COSTS EXCEED THE SECURITY DEPOSIT.
5. The member or non member is fully responsible and liable for all clean up costs and damages to the rented clubhouse and its contents. Further the member or non member is fully responsible and liable for the cost of replacing any contents or furnishings which may be removed from the clubhouse or damaged during the rental period.
6. The member or non member is fully responsible for removal of all trash and garbage from the clubhouse premises (includes porches, landscape, and parking lot) by no later than 12:00 midnight the same day of function. This includes cigarette butts, cups, etc. Failure to do so will result in forfeit of security deposit.
7. All rentals may begin at 9:00 a.m. and end at 12:00 a.m. The cleanup may not carry over until the following day. All equipment, flowers, and catering materials must be removed that same day unless prearranged with the Management Agent. The exception to this being tables and chairs which must be picked up by 8:00 a.m. the next business day. However, if your rental is on a Friday or Saturday and there is a reservation request for that next day, and you are unable to remove your tables and chairs you will be charged for another full rental day. Failure to remove your materials from the clubhouse in the agreed upon manner will result in a forfeit of the security deposit.
8. The member or non member is responsible for the key. The key shall not be duplicated. If the key is lost, the member or non member is responsible and liable for all costs and expenses of changing affected locks
9. No activity or event for which the clubhouse is rented may be advertised or publicized in any manner to solicit the attendance of the general public. No admission may be charged at the door.
10. Rental of the clubhouse does not include the pool or pool area or tennis courts. These areas are off-limits to those attending events in the clubhouse.

11. THE MAXIMUM ALLOWABLE OCCUPANCY OF THE CLUBHOUSE IS 250 PEOPLE. THE MEMBER IS RESPONSIBLE FOR STRICT ADHERENCE TO THESE LIMITATIONS. THIS NUMBER IS SUBJECT TO CHANGE TO ENFORCE CDC/STATE PANDEMIC GUIDELINES
12. THE MEMBER OR NON MEMBER WHO RENTS THE CLUBHOUSE MUST ATTEND THE EVENT FOR WHICH IT IS RENTED AND MUST BE PRESENT FOR THE ENTIRE TIME DURING WHICH THE EVENT TAKES PLACE
13. Noise must be kept within the confines of the facility. No speakers or other electronic sound equipment may be placed outside the facility. The volume of all music must be kept to minimum. Fireworks are prohibited. Complaints by the residents within the vicinity of the clubhouse may result in termination of the event by the Association's Management Agent. Any occurrence or activity which results in such termination shall be deemed to be a breach of these conditions by the member and the security deposit will be forfeited.
14. No birdseed, rice, glitter or any other type of confetti may be thrown inside the facilities or the pool area. Confetti of any kind is strictly prohibited inside or outside the facility. Use of this will result in forfeit of the security deposit to cover the costs associated with the extra clean up.
15. Furniture may be moved, but must be returned to its original position. The furniture should be inventoried before and after the event. The member or non member is responsible for all items that are not reported to the management agent prior to the event as missing from the clubhouse. Failure to return furniture to its original position will result in forfeit of the security deposit.
16. NO TAPE, TACKS, ETC MAY BE PLACED ON THE CEILINGS OR WALLS OF THE CLUBHOUSE AND NO PICTURES OR DECORATIONS MAY BE HUNG WITHIN THE FACILITIES. NOTHING IS TO BE ATTACHED TO THE FANS (NO BALLOONS.) OCCURRENCE OF SUCH ACTIVITIES SHALL BE DEEMED TO BE A BREACH OF THESE CONDITIONS BY THE MEMBER OR NON MEMBER AND THE SECURITY DEPOSIT WILL BE FORFEITED TO COVER THE COSTS ASSOCIATED WITH EXTRA CLEAN UP OR REPAIR.
17. A member or non member having a function is responsible for the following requirements, without limitation:
 - A) Removal of all trash, including trash from restrooms, porches (cigarette butts, cups etc.) Trash to be removed from clubhouse premises no later than 12:00 midnight the same day of function unless prior arrangements have been made with the Management Agent.
 - B) Furniture must be returned to original position
 - C) Lock all doors and windows
 - D) All lights must be turned OFF.
 - E) Turn the thermostat switches to the original position.
18. Limited basic kitchen supplies such as dish towels and serving spoons are provided but cookware as well as paper products must be provided by renter.

19. The member or non member is responsible for all persons who attend the event for which the clubhouse is rented. The breach or violation of any condition set forth herein may result in the loss of the security deposit, the imposition of liability on the member, and/or denial of future use of the clubhouse.

20. The association reserves the right to refuse to lease the facilities for any purpose it deems to be detrimental to or not in the best interests of its members. It further reserves the right to refuse to rent the facilities on any dates and at any time it deems inappropriate or inconvenient.

I understand all terms and conditions set forth in the above Clubhouse Rental Contract and hereby agree to comply with and to legally bind by such terms and conditions.

Print Name

Address

Signature

Date