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Stone Park Clubhouse Rental Contract

(Pool, pool deck, covered veranda and gym are not included in Clubhouse rental contract.)

THIS CONTRACT is made as of this _____ day of _____, 20____, by the STONE PARK ASSOCIATION, INC., an Alabama non-profit organization, organized and existing under the laws of the State of Alabama (hereinafter referred to as "Association") and _____, (hereinafter referred to as "Member") residing at _____ with a contact phone number of (_____) _____ - _____ and a contact email address of _____.

BACKGROUND

The Association has available for the benefit of its' members event room facilities at its Stone Park Clubhouse ("Clubhouse") suitable for a variety of meetings, parties and similar functions. Stone Park Member and/or Villa residents (in good standing) wishes to hold a function at the Clubhouse (Physical address: 345 Stone Park Blvd., Pike Road, AL 36064).

AGREEMENT

For and in consideration the mutual promises, terms and covenants herein contained, each of the parties, intending to be legally bound hereby, mutually agrees as follows:

1. RESERVATION, DEPOSITS AND PAYMENTS.

Your tentative space reservations and personal license to use the Clubhouse is outlined below:

Event Date.....	_____
Beginning Time (includes setup time)	_____
Ending Time.....	_____
Type of Event or Function.....	_____
Maximum Number of Guests.....	_____
Music or Entertainment.....	_____
....Type (live, other)	_____
Food or Beverage to be served.....	_____
....Type (caterer/alcohol/no alcohol)	_____
Special Conditions:	_____
Rental Fee.....	_____ \$75.00
Security Deposit.....	_____ \$100.00 (Refundable)
Cleaning Service Fee.....	_____ Included in rental rate
Payment Due (Check payable to Stone Park Association).....	_____ Upon consummation of contract.
Payment Received.....	_____
Pre-Event Inspection Date.....	_____
Post-Event Inspection Date.....	_____

*Rental fee includes all expenses related to the rental of the Clubhouse and cannot be waived. Payments must be received from the Stone Park HOA Member ONLY. Cash and credit card payments are not accepted. **Security Deposit and Rental Fee must be provided in two (2) separate check payments; one (1) for rental fee; one (1) for deposit made payable to Stone Park Association, Inc.** Return check fees will be charged at the maximum allowable by current laws. Security deposits will be returned within seven (7) business days after Post-Event Inspection Date and/or shredded at the Member's request.

No event will be placed on the Clubhouse calendar until consummation of Stone Park Clubhouse Rental Contract and required fees are paid. **All events must end by "Ending Time"** unless otherwise expressly provided herein. Additional usage will be billed on a pro rata basis of \$25.00 per half hour.

The Clubhouse will be used for the above stated function, event or purpose. Functions shall not impede, inconvenience or interfere with any of the Associations activities scheduled on event date. The HOA Manager and/or designee may request proof of residency before a reservation can be made. Reservations will not be made for Members with outstanding Association dues, fines and or fees. The undersigned Member hereby certifies that he/she is a resident of Stone Park and/or occupant of the Villas, and that he/she will personally attend the affair and be present (at all time) during the hours reserved, accompanying guests. The Member may not sublet or reassign the use of the Clubhouse.

To confirm your space reservation, please sign and return a copy of this CONTRACT together with the previously outlined fees totaling \$175.00. Cancellation is allowed, but must be submitted in writing to the HOA Manager under the below terms:

Written Notice Prior to Function

=/> (equal to or greater than) 8 Days prior to Event

=/< (equal to or less than) 7 Days prior to Event

Charge to Member

No Charge

Charge \$75.00 (Security deposit will be returned)

"Estimated charges" include reservation fee and all other amounts agreed to be paid hereunder. Where amounts are not specified, Association's rate schedule will apply. The Association reserves the right to waive cancellation fees in emergency situations at the discretion of the HOA Manager.

A. Reservations. Set up and take down time for an event is a part of the reservation time. Therefore, any time needed for set up and take down for an event must be within the designated reservation time. Members will not be allowed to enter the Clubhouse until their designated reservation time. **In the event a Member or Member's guests enters or remains in the Clubhouse prior to or past the reservation time, the Member will be charged for the time at a rate of \$25.00 per half hour to be deducted from the security deposit.** All events must end at the designated reservation time. **No Exceptions.**

B. Swipe Card. It is the sole responsibility of the Member to ensure their Association provided swipe card is activated to allow access to the Clubhouse. A Member's swipe card will be activated prior to the event "Beginning Time" and remain active one (1) hour past event "Ending Time" to allow for cleanup. Event setup time should be included in the "Beginning Time" of rental agreement.

CLUBHOUSE RULES/RESPONSIBILITIES OF MEMBER

INSPECTION. It is the sole responsibility of the Member to inspect the Clubhouse prior to the event to evaluate the temperature, report any damages found, etc. If the HOA Manager is not notified of any deficiencies prior the event start time, the Member's assumes liability for damages identified during Post-Inspection. The Member shall contact the HOA Manager and/or designee to report unacceptable conditions and/or damages. A message may be left by email at info@stoneparkassociation.com or by calling 334.314.9017. Messages must be received prior to the Start Time of the event (i.e. damaged furniture, carpet stains, etc.). Rental fees will not be waived due to unforeseen mechanical problems (i.e. electrical, HVAC, gas, etc.) and/or power outages or loss of utilities.

COMPLIANCE. Member will comply, and insure the compliance of all persons in attendance, with all applicable laws, rules and regulations, ordinances, including without limitation all federal and state alcoholic beverage laws and any local noise ordinances.

SUPPLIES. Member agrees to supply at its own cost all food, beverages, linens and decorations.

RENTALS. The Association and or its agent(s) will not sign for rentals (i.e. tables, chairs, etc.). The Member must be present to sign for rentals. No rentals may be stored overnight. Rentals may only be delivered during the time of the reservation and must be picked up prior to the end of the reservation. The Association is not responsible for any items left on-site after the reservation. Items that are left inside the Clubhouse after the reservation time may be placed outside the Clubhouse in a non-secure area. Any cost associated with relocating items left in the Clubhouse will be taken out of the Member's security deposit.

DAMAGES. Member is responsible for all damages to the Clubhouse or property of the Association that occurs during the terms of this Contract, and will pay for all costs of restoration, replacement or repair.

DECORATIONS. No decorations may be nailed or taped to the wall. All decorations (balloons, streamers, indoor and outdoor signs, etc.) must be removed by the Member at the end of the event. If usage of tapes, staples, nails or non-approved adherence products causes damages the Member shall be responsible for costs associated with removal and/or repair. A **\$25.00 fee** will be deducted from the Security Deposit if any unapproved products are utilized. No exceptions.

FURNITURE. Furniture may be moved to better accommodate the Members needs with the understanding that the Member is responsible for placing furniture in its original location. Only the six (6) fold up tables may be moved out of the Clubhouse. Please use caution when moving furniture (dragging furniture across the floor, carpet or tile can cause damage the Member will be responsible for rectifying). When using the dining room table, please be sure the leaf supports are properly secured so the table extensions are supported correctly. Failure to return said furniture to its original location will result in a **\$50.00 fee** deducted from security deposit. The cost to repair any damage to the Clubhouse property will be taken from the Member's Security Deposit. Any costs incurred by the Association, resulting from the Member damaging the property during use of the Clubhouse facility, over-and-above the Security Deposit will be billed to the Member and all remedies allowed by law to secure remittance will be exercised in securing payment from the Member.

APPLIANCES. The refrigerator and freezer must be free of any Member items and clean. The ice maker must be turned off at the end of the event (Ice marker bar must be pulled up to stop the ice maker from producing ice.)

CANDLES. Use of candles inside the clubhouse is prohibited. Birthday candles are acceptable.

MUSIC. Music and noise that is part of the function or event must be contained within the confines of the Clubhouse, excluding the sanctioned events or as otherwise approved by the Clubhouse Manager. **All music must conclude by 10:00 p.m.**

CLEANING. The Clubhouse (including but not limited to, the pool deck, flower beds and grounds) must be clean and free of party favors, party decorations, food and trash. The countertops and table tops must be cleaned. No dishes or dish cloths left out and sink clean. The furniture must be free of food and food stains. The floors must be vacuumed, swept and mopped if any debris or liquid has been spilled. If any cleaning is required of the Association, a **\$50.00 fee** will be deducted from the Security Deposit.

SMOKING. Smoking is not permitted. In accordance with Ordinances of Montgomery County, all Association property is a designated smoke-free environment. No smoking, including e-cigarettes is allowed within 20' feet of the Property which includes Association parking and Clubhouse parking lot. The Member can be fined if there is an infraction of this Ordinance. No cigarette butts are to be disposed on Association property. There will be a \$25.00 fee forfeited by the Member from the Security Deposit if cigarette butts and/or cigarette odor remains on the premises after the event.

EVENT BOUNDARIES. The swimming pool, pool deck, veranda, gym and gated area are not considered part of the Clubhouse reservation and these areas may NOT be used as an extension to your event.

PETS. No pets are allowed. Pets in the pool are a violation of the Alabama Department of Public Health policies and can result in a heavy fine for the Association and/or closure of the facility. If a Member violates this policy and the Association is fined, the fine will be the sole responsibility of the Member in violation.

TRASH. All trash must be removed from the Clubhouse and placed in the outside trash cans. If the outside trash cans are full, please dispose of trash Member's residence. Replacement trash can liners can be found in the bottom cabinets close to the indoor trash can.

SWIMMING by event guests is limited to four (4) allowable guests in accordance with Stone Park Pool Rules & Regulations. **NO LIFE GUARD ON DUTY, EVERYONE SWIMS AT THEIR OWN RISK.** Member shall indemnify, defend and hold Association harmless from all claims and liabilities arising out of guests swimming at the function.

LOSS OF PRIVILEGE. The Association reserves the right to deny usage of the Clubhouse with out without cause. Failure to comply with Clubhouse Rules & Regulations may result in loss of Clubhouse privileges.

RIGHTS OF ASSOCIATION

ACCESS. The HOA Manager and authorized representatives of the Association may enter the Clubhouse at any time.

ALCOHOLIC BEVERAGES. Member will not serve alcoholic beverages to minors or to visibly intoxicated persons. Member shall indemnify, defend and hold Association harmless from all claims and liabilities arising out of the service or consumption of alcoholic beverages at the function.

NO SMOKING POLICY. SMOKING IS PROHIBITED IN THE CLUBHOUSE BUILDING AND POOL DECK AREA. Evidence of smoking will result in forfeiture of the security deposit. Member will not serve or permit minors to smoke. Member shall indemnify, defend and hold Association harmless from all claims and liabilities arising out of the violation of this policy.

CLEANING POLICY. The Association will provide in its rental cost, a professional cleaning service, which will arrive on the premises after rental time has ended to thoroughly clean the Clubhouse. If it is determined by the cleaning service that any damage has occurred, the cleaning service will document the issue(s) with photographs and turn it into the office on the following business day. The Security Deposit shall be utilized to offset the actual costs incurred by the Association in cleaning the Clubhouse or repairing any damage or replacing any missing or stolen items. If the actual costs of the aforesaid exceed the Security Deposit, the Association shall bill the individual or group who reserved the Clubhouse, and they shall immediately reimburse the Association for these costs. If the costs are not reimbursed within ten (10) days of receipt of the bill, the member(s) whose name(s) the reservation is in shall be barred from further use of the Clubhouse until the charges are reimbursed, and the person shall be responsible for all costs of collection, including a reasonable attorney's fee incurred by the Association in enforcing any of this Contract or collecting any unpaid amounts owed hereunder.

NOTIFICATION. The Member will be notified of any charges to be deducted from the Security Deposit. If damage, cleaning fees, etc. exceeds the Deposit, the Member will be responsible for payment and will be contact by; the HOA Manager regarding the amount and remittance.

RULES AND REGULATIONS. Member shall be bound by the Rules and Regulations of Association pertaining to the Clubhouse equipment and facilities. These rules and regulations may be changed, amended or supplemented at the sole discretion of Association and its Directors.

HOLD HARMLESS: FAILURE OF SERVICES. Member for himself/herself, and on behalf of all persons who will be on the premises for the afore-mentioned function or event, hereby agrees to hold harmless, defend and release and forever discharge the Association, any of its respective employees, agents, directors, and officers from all claims and/or damages resulting from Member's license to use the Clubhouse, its equipment and facilities, and the premises. Association shall not be liable for any damage, loss, compensation or claim by reason of inconvenience to Member or any of its guests if the same is due to circumstances beyond the control of Association, including but not limited to (a) the failure of Association to supply water, gas, electricity or other utility; (b) the breakdown in or mechanical failure of the air conditioning, or heating equipment or any kitchen or other equipment; (c) the necessity to repair any portion of the building's interior, exterior or surrounding grounds; (d) the interruption in the use of the Premises; (e) destruction of the Premises.

The sole liability of Association to Member for failure for any reason to perform its obligations hereunder, in whole or in part, shall be limited to return of monies paid in advance by Member where specifically provided for herein. The maximum liability for Association for any damage, loss compensation or claim by a Member or his or her guest due to the Association's breach of this Contract is limited to the total funds paid to Association pursuant to this Contract.

It is hereby understood and agreed that Member shall be responsible for obtaining all insurance for both persons and/or property for Member's use of the Clubhouse hereof.

ARBITRATION. All disputes, claims, or controversies arising from or relating to this Contract or relationships which result from this Contract, or the validity of this arbitration clause or the entire Contract, shall be resolved by binding arbitration by one arbiter selected as follows unless the parties agree otherwise in writing. If an arbiter is required, the Association and Member, or their representatives, shall each within a thirty (30) day period appoint an American Arbitration Association ("AAA") arbiter. The two arbiters so appointed shall appoint a third arbiter. The third arbiter so appointed shall promptly cause this matter to be resolved under the rules of the AAA. If, for any reason, the two arbiters appointed by the parties are unable to agree as to a third arbiter within thirty (30) days after the need of such third arbiter, then the third arbiter shall be selected pursuant to the rules of the AAA. The undersigned parties shall each bear the cost of their appointed arbitrators while the cost of the third arbiter, if needed, shall be borne equally by the parties. The parties hereto agree that this arbitration Contract shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1. Judgment upon the award rendered may be entered in any court having jurisdiction. Those parties agree to and understand that they chose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes through a court, but that they prefer to resolve their disputes through arbitration, except as provided herein.

THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort and property disputes, will be subject to binding arbitration in accord with this Contract. The parties agree and understand that the arbitrator shall have all powers provided by law and this Contract. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything here unto the contrary, the Association retains an option to use judicial and nonjudicial relief to enforce any collection, attachment or enforcement action, including actions required by state law to perfect and enforce any liens, relating to all monies owed to the Association pursuant to this Contract by Member. Such judicial relief would take the form of a lawsuit. The instruction and maintenance of an action of or judicial relief in a court to collect monies owed, or to obtain a monetary judgment, or to enforce the lien power of the Association shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration under this Contract, including the filing of a counterclaim in a suit brought by the Association pursuant to this provision.

MISCELLANEOUS.

a.) Entire Contract. This Contract, and the addendum to be attached hereto, contain all the covenants, understandings, agreements and stipulations between the parties, and supersedes all prior agreements or understandings, written or oral. No amendment to this Contract shall be

binding unless dated and executed by both parties bound hereby except any amendments or revisions to the bylaws, rules and regulations of the duly adopted and approved by the Board of Directors of Sturbridge Homeowners Association, Inc.

b. Survival of Obligations. Notwithstanding anything to the contrary set forth herein, the rights and the obligations hereunder shall survive the Reservation Date.

c. Attorney's Fees. Member shall be responsible for any legal fees required in connections with the execution and enforcement of this Contract. Notwithstanding, Member shall, on demand, pay or reimburse Association for (i) all costs and expenses (including fees and disbursements of legal counsel, court costs and other expenses) incurred after the date hereof, and indemnify, defend and hold Association harmless from and against all losses suffered in connection with, arising out of, or in any way related to (A) protecting, preserving, exercising or enforcing any of the rights of Association under this Contract, and (B) the collection of any payment or monies due Association under this Contract, or the performance of any Member's obligations hereunder, and (iii) any claim (whether asserted by Member, or any other Person) and the prosecution and defense thereof, in any way arising under, related to or connected with this Contract or the relationship established thereunder, to the extent permitted by law.

d. Exhibits and Schedules Incorporated. All Exhibits and Schedules referenced herein are incorporated herein by reference.

e. Waiver. The waiver of any breach or default of any term or condition of this Contract shall not be deemed a waiver of any subsequent breach or default whether of like or different nature. Each party shall have the right to enforce the terms and conditions of this Contract in strict accordance with the covenants hereof notwithstanding any conduct or custom on its part in refraining from doing so at any time or times.

f. Binding Agreement. This Contract shall be legally binding upon and inure successors; however, it shall not be assigned without the written approval and consent of the other party.

g. Law and Interpretation. The interpretation and construction of this Contract shall be governed by the law of Alabama, without giving effect to the principles of conflicts of laws. Pronouns referring to any gender shall be deemed to refer to all genders, and the singular shall include the plural, and vice-versa, as the context may require. The headings of the various provisions of this Contract are for the ease of reference and shall be disregarded in interpreting the provisions hereof. The invalidity of unenforceability of any portion of this Contract shall not affect the balance of the Contract.

11. SPECIAL PROVISIONS (if left blank, then there are none): _____

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed in counterparts as of the day and year first noted above. Member's signature below also acknowledges receipt of a copy of this contract on the date beside his or her signature.

Member's Signature

Member's Printed Name

Date

Association Representative's Signature

Associations Representative's Printed Name

Date

HOLD HARMLESS AGREEMENT

I, _____, am a member of the Stone Park Association, Inc. (“Association”), and am desirous of using the Stone Park Clubhouse for an event to be supervised by me and my appointees. I understand and agree I am personally liable for the actions of my guests and other invitees, including other Members of the Association. I further agree to indemnify and hold harmless the Association, its Directors, its Members, its employees, its agents, affiliates, and any of their respective agents and its employees from all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind and nature, from any injury and damage to me, my guests, or invitees resulting from my use of the Clubhouse.

Member’s Signature

Member’s Printed Name

Date

CONTRACT INFORMATION

Stone Park Association, Inc.
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Email: stoneparkassociation.com