

# BAY POINT CLUBHOUSE RENTAL AGREEMENT

NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

UNIT ADDRESS: \_\_\_\_\_

DATE REQUESTED: \_\_\_\_\_ FROM: \_\_\_\_\_ TO: \_\_\_\_\_

EVENT/USE: \_\_\_\_\_

Number of guests to be in attendance: \_\_\_\_\_

**USE FEE: \$50.00**      **REFUNDABLE SECURITY DEPOSIT: \$150.00**

**TO RESERVE BAY POINT CLUBHOUSE:** Receipt of completed, signed Bay Club Reservation Agreement and a check or money order for \$150.00 Security Deposit and another check for \$100.00 for the user fee are required to reserve the clubhouse.

I do hereby acknowledge the Rules and Regulations set forth below and I understand that they must be strictly adhered to. Failure to comply will result in the immediate termination of this contract and/or loss of security deposit.

1. No smoking is allowed in clubhouse.
2. All parties must end no later than 11:00pm.
3. The number of persons at the party may not exceed the posted Building Capacity Certificate.
4. If music is played, it must be kept at a level so as not to disturb others.
5. Proper parking facilities must be used.
6. Facilities must be cleaned and restored to their original state **before** leaving, including but not limited to:
  - Entry and kitchen floors must be mopped.
  - Kitchen area must be cleaned (including stove, oven, sink, coffee pot and refrigerator).
  
  - All table tops must be cleaned.
  - Floors must be swept and cleaned, and any spots removed.
  - All trash must be removed from the clubhouse. Pool side trash receptacles shall not be used to dispose of your trash.

- Turn out the lights. A joint inspection with a designated representative of the Condominium Association will be made prior to the deposit being returned. If damages do occur, the Condominium Association reserves the right to determine the costs of the repair and/or cleaning. Such costs will be deducted from the security deposit.
7. I, the lessee, jointly and severally hereby agree to release and waive all claims against Bay Point Association, the owners, directors, officers, employees, agents, attorneys, representative, or successors, to the full extent permitted by law, for death, personal injury or damage to property sustained directly by the undersigned or anyone in any way related to or affiliated with the resident's spouse or the non-resident user. I also will assume complete financial responsibility for the event and agree to indemnify the Bay Point Association and owners to the full extent permitted by law against and all claims, damages, suits, expenses (including attorney's fees) brought about by any third party for death, personal injury, or damage to property resulting from the use of the facility).
  8. Special permission must be obtained from the Condominium Association for any parties involving minors. During such parties, there **MUST** be an adult present in the clubhouse at all times. Failure for such adult to remain at the clubhouse shall result in the loss of the security deposit.
  9. Clubhouse will not be used for any commercial, political or religious meetings or rallies.
  10. If alcoholic beverages are served, they are to be used in moderation. **ABSOLUTELY** no alcoholic beverages will be served to persons under legal age.
  11. The use of the recreational facilities by any person shall be solely at the risk of that person and I, the undersigned Lessee shall protect and hold legally harmless in all matters, the Condominium Association from any claims arising out of the use of the facilities by the lessee, lessee's family, guests, or anyone allowed on the premises by the lessee.
  12. Approval to reserve the clubhouse does **NOT** constitute approval for use of the pool. The pool remains open to owners and their guests during the hours of normal operation.
  13. I understand the abuse of any of the rules set forth above shall result in the loss of the privilege to use the recreational facilities at any further date.
  14. The Condominium Association Board of Directors reserves the right to close the facilities in the event the use of the facilities is disorderly. In the event the Lessee refuses to disperse the event, the Lessee will lose the deposit.

**Should the clubhouse be subjected to unexpected weather damage, air conditioner/ heating failure, construction, or other such occurrence rendering it either un-desirable or unavailable after executing this Agreement, I understand that I will be notified as soon as possible after such occurrence and be given the opportunity to cancel my use of the clubhouse and have my Security Deposit and Use Fee returned. Should I choose to utilize the clubhouse after being notified of such occurrence, I understand that the Use Fee will NOT be returned or refunded.**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF APPLICANT

**RETURN COMPLETED AGREEMENT, SECURITY DEPOSIT  
& USE FEE CHECKS TO:**

Bay Point Association Secretary, Jane Slaterback

**FOR OFFICE USE ONLY**

Date: Application, Security Deposit Received: \_\_\_\_\_ Usage Fee Received: \_\_\_\_\_

\$100.00 Usage Fee Check/Money Order Number: \_\_\_\_\_

\$150.00 Security Deposit Check/Money Order Number: \_\_\_\_\_

Date Security Deposit Refunded: \_\_\_\_\_ Check #: \_\_\_\_\_

*Revised: April 7, 2022*