

**Currently, the Board of Directors is not authorizing any rentals or reservations for rentals. 6/2/2022**

July 24, 2012, SOCA Board approved, amended March 28, 2016, amended October 25,2016, amended June28, 2017, amended July,2019, amended November 2019

**Snowden Overlook Community Association, INC.  
Clubhouse Rental Agreement**

This Snowden Overlook Rental Agreement is made between \_\_\_\_\_ (hereinafter, "Agreement Holder") and the Snowden Overlook Community Association, Inc., (hereinafter, "Association"), on this \_\_\_ day of \_\_\_ 20\_\_\_. This Agreement is in no way intended to **guarantee** the condition of the facilities to Agreement Holder and the Association retains the power to cancel this Agreement without notice under emergency situations declared by management or a SOCA Board member.

Rental Space: Association grants to Agreement Holder the use of the Snowden Overlook Clubhouse Banquet Room subject to the terms and conditions of this Agreement, for the purpose of activities in conjunction with a private event described as follows:

\_\_\_\_\_  
\_\_\_\_\_

Rental Use Date: \_\_\_\_\_

Rental Period (Time): From: \_\_\_\_\_ Until: \_\_\_\_\_

Anticipated Number of Persons: \_\_\_\_\_

Agreement Holder shall not admit to the Clubhouse a larger number of persons than the BANQUET ROOM will accommodate or than can safely and freely move about in said area, whether this number is less than or more than the maximum allowed. Parties must be limited to a maximum number of 60 people for Banquet Room rental. Smoking is prohibited in the entire Clubhouse and Terrace Room. Selling of alcoholic beverages is prohibited.

Basic Rental Fee Charge for Banquet Room rental area is \$ 75 per hour. THIS MUST INCLUDE TIME ALLOTTED FOR SETUP AND CLEANUP.

Total For Check#1 (\$75 times the number of rented hours) \_\_\_\_\_

Security Deposit (Check #2, same amount as rental fee) \_\_\_\_\_

PLEASE NOTE: Both checks for the Rental Fee and Security Deposit must be submitted with the signed Agreement in order for the Clubhouse to be reserved.

The Snowden Overlook Community Association, Inc. and the undersigned resident(s) ("Agreement Holder") hereby agree to the following terms and conditions of the Snowden Overlook Rental Agreement (hereinafter referred to as the "Agreement"):

**1. RENTAL FEE:**

Banquet Room: **\$75 per hour.** Rental area includes the exclusive use of the banquet

room. **No exclusive right to the kitchen or bathrooms or any other clubhouse area including the area under the awning or the patio area. Violation will be subject to withholding of security deposit.**

**2. SETUP TIME AND CLEANUP TIME:**

Set up AND CLEAN UP time is part of the PAID rental period.

**3. SECURITY DEPOSIT:**

Agreement Holder agrees to pay to the Association a Security Deposit in the amount of the area rental fee. Security Deposits will be held by the Association's Managing Agent pending the post-use inspection results. Refund of the Security Deposit amount shall be made within ten (10) business days following the date of reserved use, provided the Clubhouse premises, facilities, and equipment are left in satisfactory condition and no Association rules INCLUDING THIS AGREEMENT AND RENTER RESPONSIBILITIES AGREEMENT OR city ordinances have been violated. The refund of the Security Deposit will be made payable to the person whose name appears on the Agreement.

a. The Security Deposit shall be refunded after the event only if the Clubhouse premises, furniture, appliances, fixtures and appurtenances are found, upon post-use inspection, to be in the same condition as at the commencement of the Rental Period, ordinary wear and tear excepted. The Security Deposit shall not be considered liquidated damages and the Agreement Holder hereby agrees that he/she shall be responsible for any and all damage in excess of the amount of the Security Deposit.

b. The Association reserves the right to deduct from the Security Deposit an amount necessary, as determined by the Association's Managing Agent, to cover any costs of cleanup if warranted, for instance, if the Clubhouse is not returned to the same condition as at the commencement of the Rental Period, and shall also deduct the costs of repairs or replacement of any property damaged during the use of the Clubhouse. If the Security Deposit does not fully cover these costs, the Agreement Holder shall be billed for the difference, and future use of any of the Association's facilities shall be denied until these costs are paid. Any Agreement Holder using the Clubhouse shall be responsible for any and all damages that occur due to his/her or their guest's use of the Clubhouse. The billed costs will be considered a special assessment and if not paid could result in a lien being against the Agreement Holder's home. Agreement Holder agrees to deduction of whatever expenses are required to restore the facilities to the same condition as when Agreement Holder entered the facilities, including but not limited to any needed special cleaning.

c. Agreement Holder will remove all materials that are not the property of Association after the Rental Period. Association shall be authorized to remove at the expense of Agreement Holder all materials remaining. Agreement Holder shall be responsible for the payment of storage costs of such materials, and Agreement Holder agrees that Association shall in no way be responsible for loss, damage or claims against Association for material so removed or stored. Agreement Holder agrees that Association shall have a first lien on such material for payment of costs accrued for removal and storage.

4. **CANCELLATION:** If Agreement Holder must cancel an event, please do so as early as possible to give others a chance to rent for that date.
5. **SPECIAL CONDITIONS:** Agreement Holder warrants that no portion of the activities taking place will be sold, advertised or reported as a fund raising or benefit activity, unless previously disclosed and approved by SOCA Board. Intent to circumvent this provision shall be grounds for cancellation of this Agreement.
6. **EXCLUSIVITY:** The Agreement Holder and his/her guests will have exclusive use of the contracted Banquet Room area during the rental period. Guests may not use the pool or any of the lower level. Any **exclusive** use of clubhouse areas **not contracted** for will result in loss of security deposit. SOCA residents will have use of all other areas of clubhouse during event **except** Banquet Room. Clubhouse and pool areas are monitored by cameras.
7. **COMPLIANCE WITH LAW:** The Agreement Holder hereby agrees to comply with all local and state laws, orders, or governmental regulations and/or ordinances. The Agreement Holder also agrees to abide by the rules and regulations of the Association for the use of the Clubhouse; which are adopted from time to time, and the stipulations of this Agreement. The Association has the right to modify the rules and regulations from time to time and shall have no liability to the Agreement Holder for its enforcement or waiver of such rules and regulations. The Agreement Holder will agree and certify that he/she has received and reviewed a copy of the Rental Agreement Responsibilities for the use of the Clubhouse.
8. **PERSONAL PROPERTY:** All personal property placed at the Clubhouse or elsewhere upon the Association's property shall be stored at the Agreement Holder's risk or at the risk of the person owning such property, and the Agreement Holder agrees to hold the Association harmless for loss thereof or damage thereto.
9. **PETS/ANIMALS:** No pets or animals shall be brought into the Clubhouse except those assisting the visually impaired or handicapped.
10. **MONITORING:** The Agreement Holder understands and is aware that an Association Representative at his/her discretion may be present at any time during the Rental Period to monitor compliance with this Agreement. The Agreement Holder hereby agrees that the Association representative, at his/her discretion, may terminate the Rental Period at any period in time if he/her guests or invitees are in violation of any of the Association's legal documents, rules and regulations or County ordinances, or if the activities are deemed contrary to the best interests of the Association. The Association representative may terminate the Rental Period if such activities are deemed to put the Clubhouse, its property, or the Agreement Holder or guests at unusual risk. In such instances, no portion of the rental fee will be refunded. In addition, the Security Deposit will be held pending the decision of the Board of Directors in its sole and absolute discretion as to the amount of any penalty, if any, to be deducted as a result of such activity. **Video monitoring is used.**
11. **USE:** The Agreement Holder hereby agrees that the Clubhouse and its premises will be

used only for the purpose indicated above and that the use contrary to such purpose may result in forfeiture of a portion or all of the Security Deposit paid by the Agreement Holder.

12. **MUSIC:** Amplified music may only be played in the Banquet Room while all doors are closed. Non-amplified music is not restricted. All music shall cease prior to 11:00 pm. The clubhouse sound system is **NOT** available for rentals.

13. **PUBLIC SAFETY:**

a. Agreement Holder agrees that at all times it will conduct its activities with regard for public safety and will observe and abide by all applicable regulations and rules requested by all authorized governmental agencies including those of SOCA. If Association determines that a proposed event poses a potential hazard to public safety, the event may be canceled or denied.

b. All portions of sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by Agreement Holder and shall not be used for any purpose other than an ingress to or egress from the premises by Agreement Holder.

c. Agreement Holder agrees not to bring onto the premises any material, substances, equipment or object which is likely to endanger the life of, or to cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon without the prior approval of Association. Association shall have the right to refuse to allow any such material, substances, equipment or object to be brought onto the premises and the further right to require its immediate removal there from if found thereon.

d. Agreement Holder hereby agrees to exercise due care in using the Clubhouse and the premises and its facilities, and Agreement Holder also agrees that the furniture, appliances, fixtures, and appurtenances are under his/her control during the Rental.

e. Agreement Holder agrees to protect, indemnify, save and hold harmless Association from any and all claims, demands and causes of action on account of any loss, damage or injury (including death) to persons or property arising directly or indirectly from, or in connection with, the use of the Clubhouse and premises herein provided, and caused by the intentional or negligent act or omission of Agreement Holder or its agents, guests, servants, employees or invitees. Moreover, the Agreement Holder shall indemnify the Association for any and all costs or expenses, including but not limited to attorney fees, that are incurred by the Association arising out of any loss, claim, injury or damage caused directly or indirectly by his/her in connection with its use of the Clubhouse pursuant to this Agreement, against the Agreement Holder, his/her guests, invitees, or servants.

f. The Association is not liable to the Agreement Holder, his/her guests, servants, or invitees for any loss, claim, injury or damage whether to person or property caused by the failure of any plumbing, heating, sewage, electricity, water or gas systems or for failure of any other fixture, nor for the condition of the property, parking spaces, or

arrangement of furniture.

14. **EMERGENCIES**: The Agreement Holder hereby understands that emergencies should be reported immediately as follows:

To the Police or Fire/Rescue (as appropriate) by dialing 911. All accidents, damage and injury, no matter how small, must be logged and explained in detail on an Incident Report.

15. **ASSIGNABILITY**: The Agreement Holder hereby acknowledges that this Rental Agreement cannot be assigned or transferred to another resident or to any other person.

The Rental Agreement is not a lease or an interest in real estate but an agreement for the use of an area in the Snowden Overlook Clubhouse. In the event that the Association breaches its obligations under this Rental Agreement, the parties hereto agree that the Association's liability for damages shall be limited to the amount of Fee(s) paid and the Security Deposit paid. If more than one individual constitutes the Agreement Holder, the singular context will be construed to be plural whenever necessary, and the covenants of the Agreement Holder will be joint and several obligations of the individual member thereof.

**I have read the Rental Agreement and the Rental Agreement Holder's Responsibilities and agree to the rental conditions.**

Signature of Renter: \_\_\_\_\_

Print Name and Address \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Snowden Overlook Community Association Representative:

Approved and Signed by: \_\_\_\_\_ Date: \_\_\_\_\_