

**FACILITY RENTAL CONTRACT,
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
of
STERLING GREEN SOUTH COMMUNITY IMPROVEMENT ASSOCIATION**

1. In consideration for receiving permission to RENT **(1) PAVILION (15255 Ferness Ln), (2) POOL II & Clubhouse (1134 Willersley Ln), (3) POOL II, Clubhouse, & Playground (1134 Willersley Ln), (4) Clubhouse (1134 Willersley Ln), (5) Basketball Court (1134 Willersley Ln)** all properties and facilities owned by Sterling Green South Community Improvement Association on _____ from _____ to _____, ("the Facility") I/We hereby release, waive, discharge and covenant not to sue Sterling Green South CIA, its officers, servants, agents and employees (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the releasees, or otherwise, while renting the facilities, or while in, on or upon the premises where the event is being conducted, while in transit to or from the premises, or in any place or places connected with the event.

2. I/We are fully aware of risks and hazards connected using the facilities, and I/we are fully aware that there may be risks and hazards unknown to me connected with being on the premises, and I/we hereby elect to voluntarily to enter upon the above-named premises and engage in activities knowing that conditions may be hazardous or may become hazardous or dangerous to me/us, or guests and my property. I/We voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my use of the facility, whether caused by the negligence of releasees or otherwise.

3. I/We voluntarily assume full responsibility for any loss, property damage or personal injury caused by myself, and/or guests to the Sterling Green South Community Improvement Association, its facilities, property, and/or personal property of its officers, servants, agents and employees while and during the period that I/we have chosen to rent such facility.

4. I/We agree to allow Sterling Green South Community Improvement Association to hold a deposit in an amount of which it chooses and to deduct from that amount any amount needed to satisfy any and all debts or claims arising from any loss or damages caused by myself and/or my guests while using the facility.

5. I/We further agree to pay any and all amounts due under this contract and agreement at which time the period of rental of the facility ends or in the event that there is a breach, the Board or an Officer of the Sterling Green South CIA asks us to vacate the premises.

6. I further hereby agree to indemnify and save and hold harmless the releasees and each of them, from any loss, liability, damage or costs they may incur due to my voluntary use of the facility, whether caused by the negligence of any or all of the releasees, or otherwise.

7. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns, relatives, guests, and personal representatives, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasees.

In signing this release, I acknowledge and represent that:

A. I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed;

- B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
- C. I am at least eighteen (18) years of age and fully competent; and
- D. I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

TERMS OF RENTAL (4) HOUR MINIMUM (Requires \$300.00 deposit)

***Lifeguards are paid separately. Lifeguards are paid (cash) at the beginning of the event. ***

PAVILION @ FERNESS	_____	\$50.00/HR	\$200.00 deposit
POOL II & CLUBHOUSE	_____	\$75.00/HR	+ (2) LIFEGUARD @\$25.00 HOUR EACH \$300.00 deposit
POOL II, CLUBHOUSE, & PLAYGROUND	_____	\$100.00/HR	+ (2) LIFEGUARD @\$25.00 HOUR EACH \$400.00 deposit
CLUBHOUSE	_____	\$50.00/HR	\$200.00 deposit
BASKETBALL COURT	_____	\$25.00/HR	WEEKDAYS ONLY (2/HR MAX) \$100.00 deposit

***Clubhouse has 13 tables and 52 chairs. The maximum capacity is 65 people. You are allowed 30 minutes before start time to set up and 30 minutes after for break down.**

***If the renter (not guests) is not present at the facility within 30 minutes after start time, the full deposit will be forfeited and the rental will be canceled.**

***All areas are cleaned before your event. It is your duty to clean up/restore all areas to their previous state including the bathroom after your event. Clubhouse Cleanup Checklist provided.**

***No wall or ceiling decorations allowed. Do not staple, glue, pin, or attach ANYTHING to walls or ceilings. You will be charged double your deposit.**

Use of any facility and its intended purpose must be approved by the Board of Trustees of Sterling Green South Community Improvement Association prior to use. No food or drinks will be allowed at any facility without written approval of the Board of Trustees. Absolutely NO drugs, **ALCOHOL**, DJ, or nuisance activity will be allowed at any facility owned and operated by the Sterling Green South CIA. Any violation of this provision will be considered a breach and grounds for forfeiture of any deposit plus full payment under the terms of this agreement for loss of use.

- Events with more than (25) people in attendance may require additional security provided by contracted licensed peace officers.

Homeowner's Signature: _____

Name Printed: _____

Address/Phone: _____

HOA signature: _____

Date Signed: _____