

CLUBHOUSE RENTAL AGREEMENT
BATCHELOR HEIGHTS HOMEOWNERS ASSOCIATION

This Rental Agreement is made and entered into this _____ day of _____, 200___, by and between Batchelor Heights Homeowners Association (hereinafter referred to as "Association"), and _____ hereinafter referred to both individually and collectively as "User").

Association does hereby lease and demise to User and User does hereby lease and demise from Association the Batchelor Heights Subdivision Clubhouse, in Bloomington, Monroe County, Indiana (hereinafter referred to as the "Premises") on the following terms and conditions:

1. **Date.** Association hereby grants User the right to use the Batchelor Heights Subdivision Clubhouse, located at 3999 S. Cramer Circle, Bloomington, IN, including use of furniture, heating, lighting and janitor service, on the ____ day of _____, 200___.
2. **Time of Rental.** The User shall have the right to use the Premises from ____ am/pm to _____ am/pm.
3. **Rental fee.** In consideration of the use of the Premises, User agrees to pay to Association the fee of \$_____ per hour for the use of the Premises. Payment of the total rent due shall be paid shall be paid prior to occupancy.
4. **Security Deposit.** User shall pay Association a security deposit in the amount of _____. No part of the security deposit shall bear interest. The security deposit shall be held by the Association and may be used by the Association for any one or more of the following purposes:
 - a. To reimburse the Association for actual damages to the Premises or any ancillary facility that are not the result of ordinary wear and tear expected in the normal course of use of the room.
 - b. To pay for cleaning of the Premises upon surrender of the Premises.
5. **Permitted use.** User intends to use the Premises on the date stated above for [intended use/event] _____ only, under penalty of forfeiture and damages. User agrees not to sell or permit the sale of any liquors in the rooms nor permit smoking inside the Premises. User agrees to surrender the premises in as good condition as they were at the commencement of the term, reasonable use and wear thereof and damages of the elements excepted. The only persons occupying the premises shall be the Users each of which shall be jointly and severally liable for the obligations under this Agreement. The Premises shall not be used for any trade, business, or commercial purpose nor for any unlawful purpose or in

violation of any law, ordinance or regulation of any governmental authority or any restrictive covenant relating to the use or occupancy of the Premises. User shall not permit any waste or misuse of the Premises. Users shall comply with all rules and regulations of Batchelor Heights Homeowners Association, a copy of which is incorporated and attached hereto. User's failure to observe and exercise compliance with any of these provisions, or others that may reasonably be required by Association, will constitute a breach of this Agreement. Non-residents may not use pool.

6. **Access to Premises.** Association shall provide a key for access to the Premises upon payment of the rent as herein specified. So as not to restrict Association's ability to provide User with maintenance and emergency service, User agrees that no additional locks shall be placed upon any door of the Premises, nor shall any locks be changed without Association's written consent. If a key is lost, User will be charged Twenty-Five Dollars (\$25.00) for the replacement of any key. If a new lock has to be installed, User will be charged for that cost. Upon relinquishment of the Premises, the User shall return the key to a representative of the Batchelor Heights Homeowners Association.
7. **Alteration.** User shall make no permanent alteration or addition to the Premises. If any permanent or temporary alteration of the Premises occurs, User shall indemnify and hold Association harmless against any claims by a third party for claims asserted in association with the alteration.
8. **Personal Property of User.** User acknowledges and agrees that the casualty insurance coverage on the Premises is for the building only and will not provide any protection for User's personal possessions. **USER ACKNOWLEDGES AND UNDERSTANDS THAT ASSOCIATION SHALL NOT BE RESPONSIBLE FOR USER'S PERSONAL POSSESSIONS.**

Upon relinquishment of the Premises, any and all personal property remaining upon the Premises shall be deemed to have been abandoned by User. Association shall not be responsible for any such property and User expressly releases Association from any and all liability or claims for damage or loss of any such property left upon the Premises by User and does expressly agree to hold and save Association harmless from any and all claims, damages, liability or suits with respect thereto.

9. **Liability.** User shall be responsible for any and all claims made against Association and/or the owner of the Premises for injury to persons or damage to property made by any third party arising from User's use and occupancy of the Premises together with any hallways, stairs, walkways, other means of ingress and egress and the surrounding areas. User expressly agrees to hold Association, its agents and the owners of the property harmless for any such claims, damages, suits or expenses including but not limited to attorneys' fees.

10. **Joint and Several Liability.** Each person signing this Lease as User agrees to be jointly and severally liable to the Association for any breach of this Lease, which means that each User who signs this Lease Agreement, may be held individually responsible for the entire amount due under this Lease, any breach of this Lease and for the acts and omissions of the other Users signing this Lease.

11. **Entire Agreement.** This agreement constitutes the entire agreement between the parties. User may not assert any claim against the owner or agent or defend any claim by Association or its agents against User on the basis that Association or its agents have defaulted in any of its duties under this Lease or by law unless User has given Association or its agents notice in writing by certified mail of the purported breach or default promptly after the same occurs and only if Association, or its agents, or the owner fails to cure the same within a reasonable time after receipt of notice.

12. **General Agreement of the Parties.** This Agreement is binding on the heirs, personal representatives, successors, guarantors and assigns of the parties. When applicable, the singular shall apply to the plural, and the masculine to the feminine or neuter, and vice versa.

In witness whereof, the parties have hereunto set their hands and seals the day and year first above written.

BATCHELOR HEIGHTS
HOMEOWNERS ASSOCIATION:

USER(S):

Authorized Agent

Date

Date