

MOORELAND ESTATES CLUBHOUSE RENTAL AGREEMENT rev. 11/08/07

Initials _____

_____ We have read and understand the Agreement in its entirety.

_____ We agree to the conditions contained in Attachment "A" of this rental agreement.

_____ We agree to abide by the cleaning checklist provided with this agreement.

_____ We agree to Table "A" – Fee Structure as provided with this agreement.

We, the undersigned, as evidenced by our signatures appearing below, agree to the terms and conditions governing our rental of the clubhouse located at Mooreland Estates HOA – Section 1 (hereinafter "Association") in Brentwood, Tennessee on (date) _____.

(Please circle type of rental)

Homeowner**Mooreland Estates HOA Resident****Non-Member
(Commercial)**_____
Print Your Name_____
Signature_____
Street Address_____
City, State, Zip Code

Phone Number _____

(Home)

(Work)

Table A – Fee Structure

	Homeowner Price	Resident Price	Non-Member Price
Clubhouse Rental (per day) (Non-Refundable)	\$60	\$60	\$100
Administrative Fee (Non Refundable)	\$5	\$5	\$15
Total Cost of Rental	\$65	\$65	\$115
Security / Damage Deposit (Refundable)	\$0	\$200	\$400
Total Amount due at execution of Rental Agreement	\$65	\$265	\$515
Current Supplemental Cleaning Charge per hour	\$40	\$40	\$50

Amt. Paid \$ _____

Date Paid _____

Cash / Check No. _____ Clubhouse Key No. _____

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NOTE: To secure your reservation, return this form and your check for all fees within two days of receipt to:

Mrs. Amy E. Mizell, Rental Manager
408 Flowerwood Court, Brentwood, TN 37027
(615) 294-4744 (cell) (615) 371-1944 (home)

1. We agree to use the premises in an orderly and proper manner and will not allow any illegal activities to take place upon the premises. We further agree to conduct ourselves in a proper manner with special attention in order to avoid disturbing other residents of Association.
2. We agree to a payment of a **non-refundable rental (consisting of clubhouse rental fee and administrative fee as specified in Table A)** for use of the clubhouse (pool and tennis courts excluded) and a **security / damage deposit (as specified in Table A)** to ensure performance of this Agreement. The non-refundable fees will be paid at the time the reservation is made. The security / damage deposit will be paid when the keys to the clubhouse are picked up.
3. We agree to return the premises in substantially the same condition as they were delivered into our care, including placement of furniture in their original location within the clubhouse. We agree to reset the HVAC controls to the appropriate levels (62 degrees for October through March and 78 degrees for May through September). Any cleaning required above the level stated in this section will be deducted from the damage / security deposit.
4. We agree to the conditions contained in Attachment "A" of this rental agreement.
5. We agree to abide by the cleaning checklist provided with this agreement.
6. Should we not leave the premises in substantially the same condition as they were delivered into our care, we agree to have withheld from our deposit any costs in relation to non-routine cleaning of the premises or making repairs for any damages to property which has resulted from our use of the premises or our guests or invitees. We agree to pay an appropriate per hour cleaning fee charge per hour should we not leave the premises in substantially the same condition.
7. Should we cause damage to the premises (including, but not limited to the clubhouse, patio areas, playground, or any other common area element) or should the Association incur any expense in excess of the deposit in regards to returning the premises to substantially the same condition as they were when delivered to our care, we agree to pay any additional costs, including reasonable attorney's fees and costs of collection incurred by the Association as a result of our failure to perform our obligations.
8. We agree to indemnify and hold harmless Association from any damages or injuries to ourselves or invitees which occur on the premises (including, but not limited to, patio areas and playground) by any cause not solely and proximately the cause of Association.

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8. We agree to indemnify the various unit owners in Association for any damages caused by ourselves or our invitees.
9. Per the Fire Marshall, occupancy cannot exceed 100 persons.
10. Keys to the clubhouse may be picked up on the day before rental. Keys not returned within 3 days of the rental will cause the forfeiture of the entire damage / security deposit. The Security / Damage Deposit will be refunded after confirmation from the rental manager that the clubhouse is in satisfactory condition and ready to be rented. We agree to reimburse the Association fully, should the Association require the Clubhouse locks be changed or modified due to keys lost while in our possession. Keys may be placed in the door slot of the Clubhouse front door at the end of the rental.
11. Rental Manager will inspect the premises when the keys are picked up and again when the keys are returned to ensure compliance with this agreement.
12. We agree to abide by the Association's parking and traffic policy. We will not nor will we permit our invitees to park on any street within the Association. We will utilize the clubhouse parking lot and parking areas on Rosewood Drive and Rosewood Court only.

Table A – Fee Structure

	Homeowner Price	Resident Price	Non-Member Price
Clubhouse Rental (per day) (Non-Refundable)	\$60	\$60	\$100
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Total Cost of Rental	\$65	\$65	\$115
Security / Damage Deposit (Refundable)	\$0	\$200	\$400
Total Amount due at execution of Rental Agreement	\$65	\$265	\$515
Current Supplemental Cleaning Charge per hour	\$40	\$40	\$50

Date of Rental: _____

Date / Time Clubhouse key will be available: _____

Date / Time Clubhouse key must be returned: _____

Attachment "A" to the Clubhouse Rental Agreement:

1. General Rules
 - a. Clubhouse is available for rental from 9:00 AM – 9:00 PM Sunday through Thursday and from 9:00 AM to 11:00 PM on Friday and Saturday.
 - b. No one is permitted in the Clubhouse after closing of rental period
 - c. No use of tobacco is permitted in the clubhouse or on the patio / deck.
 - d. All persons renting the clubhouse are expected to complete the clubhouse cleaning checklist at the end of the rental. No tape, tacks, push pins, etc are to be used on walls, trim, or ceilings.
2. For Rentals to MEHOA homeowners
 - a. Total Rental Fee of \$60 per calendar day plus a one time administrative fee. Multiple day rentals will be at the established rate, however, those persons renting the clubhouse will be able to leave any decorations up until the last day of their rental.
 - b. There will be no rental deposit for homeowners renting the clubhouse.
 - c. Should the clubhouse require cleaning after the rental, the cost of cleaning will be added to the homeowner's MEHOA account for their residence in accordance with the schedule in Table A of this agreement.
 - d. Should the clubhouse require repair from damage after the rental, the cost of repair will be added to the homeowner's MEHOA account for their residence.
 - e. Any collection or legal fees associated with the rental will be at the homeowner's MEHOA account for their residence.
3. For Rentals to MEHOA residents who are not homeowners (unit renters)
 - a. Total Rental Fee of \$60 per calendar day plus a one time administrative fee. Multiple day rentals will be at the established rate, however, those persons renting the clubhouse will be able to leave any decorations up until the last day of their rental.
 - b. There will be \$200 rental deposit for renting the clubhouse in addition to the rental fee.
 - c. Should the clubhouse require cleaning after the rental, the cost of cleaning will be deducted from the rental deposit in accordance with the schedule in Table A of this agreement.
 - d. Should the clubhouse require repair from damage after the rental, the cost of repair will be deducted from the rental deposit.
 - e. If the costs of cleaning and / or damage repair exceed the rental deposit, the additional costs will be billed to the resident within 30 days.
 - f. Any collection or legal fees associated with the rental will be at the expense of the resident.
4. For Rentals to Non-MEHOA residents nor homeowners (outside rentals)
 - a. Total Rental Fee of \$100 per calendar day plus a one time administrative fee. Multiple day rentals will be at the established rate, however, those persons renting the clubhouse will be able to leave any decorations up until the last day of their rental.
 - b. There will be \$400 rental deposit for renting the clubhouse in addition to the rental fee.
 - c. Should the clubhouse require cleaning after the rental, the cost of cleaning will be deducted from the rental deposit in accordance with the schedule in Table A of this agreement.
 - d. Should the clubhouse require repair from damage after the rental, the cost of repair will be deducted from the rental deposit.
 - e. If the costs of cleaning and / or damage repair exceed the rental deposit, the additional costs will be billed to the renter within 30 days.
 - f. Any collection or legal fees associated with the rental will be at the expense of the renter.

CLUBHOUSE CLEANING CHECKLIST

The clubhouse must be cleaned according to this cleaning checklist **within the rental period** (by 2:00am on the evening of the rental). Failure to restore the clubhouse to its original condition will result in a cleaning charge to be deducted from the rental deposit or charged to the homeowner account. Be sure to notify the Rental Manager of any pre-existing damage prior to your event to avoid being charged for repair and/or replacement costs.

General

- ___ Lock all doors and turn off all lights prior to leaving.
- ___ Reset all heaters/air conditioners to specified temperatures.
- ___ Remove all decorations, signs and other personal belongings.
- ___ Pick up any trash on the deck and grounds resulting from your event.
- ___ Take all trash to the receptacle adjacent to the clubhouse.
- ___ Replace Trash Bags in all waste receptacles (bags stored in kitchen cabinets).

Main Rooms and Foyer

- ___ Return furniture and furnishings to their original placement.
- ___ Return folding chairs / tables to the closet.
- ___ Wipe and spot-clean spills on carpet and upholstered furniture.
- ___ Wipe off all tables and chairs.
- ___ Vacuum carpet. (Vacuum is kept in foyer closet.)
- ___ Sweep and Mop all floors (supplies kept in foyer closet)
- ___ Clean windows and doors as needed (supplies kept in foyer closet).

Kitchen

- ___ Wipe off countertops and backsplash.
- ___ Clean sink.
- ___ Remove items from refrigerator/freezer and wipe clean.
- ___ Wipe oven and cooktop clean.
- ___ Wipe any spills on cabinet fronts.
- ___ Sweep and mop floor and wipe up any spills.

Bathrooms

- ___ Flush and clean toilets.
- ___ Wipe countertops, sinks and faucets clean.
- ___ Clean mirrors.
- ___ Sweep floors and mop any noticeable spills.

Inspected by:	Date:	Time:
Professional cleaning required (y/n):	Amount charged:	

