



MAINSTREET COMMUNITY SERVICES ASSOCIATION, INC.

CLUBHOUSE USAGE AGREEMENT

RESIDENT NAME _____

ADDRESS _____

HOME PHONE _____

TYPE OF FUNCTION _____

DATE & TIME OF FUNCTION _____

DRIVERS' LICENSE _____

SET UP TIME _____

CLEAN UP TIME _____

OF PEOPLE _____

ALCOHOL YES OR NO _____

I request permission to reserve the MCSA, Inc. Clubhouse for the above function, date and time. I also state that my association fees are current and will remain current and that all information is correct to the best of my knowledge. I agree to attend the function from beginning to end, and will surrender my MCAS I. D. card to the Property Monitor at the beginning of my function. Any functions expecting 75 or more people need two or more security officers. The Mainstreet Clubhouse is for the exclusive use of Mainstreet homeowners and their guest.

DATE _____ **SIGNATURE** _____

MANAGEMENT USE ONLY

DEPOSIT AMOUNT \$ _____ **DATE** _____

APPLICATION FOR RESERVATION
OF THE CLUBHOUSE AT THE MAINSTREET COMMUNITY SERVICES
ASSOCIATION

In consideration for the Mainstreet Community Services Association, Inc. allowing me the exclusive use of the Clubhouse on _____, I, the undersigned am a member of the Mainstreet Community Services Association, Inc. and agree as follows:

1. **Usage.** The Parties agree that the Clubhouse is for the private usage of the individual homeowners of the MCSA, Inc. Homeowner, in making the reservation to use the Clubhouse, agrees to sign all necessary documents, pay all fees due and **be present during the entire event.**
2. **Purpose.** Homeowner is renting the Clubhouse for the purpose of _____, which will be attended by not more than _____ people in total.
3. **Responsibility.** Homeowner will assume all responsibility, risks, liabilities, and hazards incidental to the activities applied for (including, but not limited to, the serving of alcoholic beverages), and hereby release and forever discharge the Association, its officers, directors, and all claims costs, causes of action, and liability for personal injury or death and damage to or destruction of property arising from my use of the Clubhouse and its appurtenances.
4. **Indemnification.** Homeowner agrees to indemnify and hold harmless The MCSA, Inc. Homeowners Association, its officers, board members, employees, agents, and members, present, past, and future, from any and all charges, claims, costs, causes of action, damages and liabilities (including but not limited to attorneys fees) for any and all injuries to either person or property, suffered by Homeowner, family members of the Homeowner, employees, agents, servants, guests, invitees, any member of The MCSA, Inc. Homeowners Association or any other person which arises from or is in any way related to the above activity, rental, or use of the Clubhouse.
5. **Attendance and Responsibility for Guest.** Homeowner agrees they will personally be in attendance at the Event at all times, including but not limited to overseeing setup of Event until the time the premises are vacated. Homeowner agrees and represents that the Clubhouse will be used for lawful purposes only and that if any conduct at the Event violates federal, state, or local laws or ordinances or violates The MCSA, Inc. Homeowners Association Declaration, By-Laws, or Rules and Regulation, Homeowners rights to use the Pavilion under this Agreement shall terminate and The MCSA, Inc. Homeowners Association shall have the right to take possession of the Clubhouse and instruct Homeowner's guests to leave.

Homeowner accepts all responsibility for the behavior and actions of all persons Present at, attending, or in any other way related to Homeowner's Event and

agrees to be personally responsible for causing all such persons to comply with all aspects of this Agreement.

6. **Alcohol.** Homeowner assumes all responsibility, risks, liabilities and hazards incidental to the activities applied for (including but not limited to the serving of alcoholic beverages) and hereby release and forever discharge The MCSA, Inc. Homeowners Association, its officers, board members, employees, agents and members present, past and future, from any and all claims, costs, causes of action, and liability for personal injury or death and damage to or destruction of property arising from Homeowner's use of the Clubhouse and its appurtenances.

If alcoholic beverages are being served, Homeowner agrees to be responsible to ensure that persons under twenty-one (21) years of age are not served. Homeowner understands and agrees that all alcoholic beverages must be removed from the Clubhouse by the end of Event.

7. **Security Deposit.** Homeowner understand and agrees that the security deposit will be used to pay for any and all violations of this Agreement, including but not limited to Code of Conduct violations or damages resulting to the Clubhouse, its contents, or any other portion of the HOA Property from any actions of the Homeowner or any actions of persons present at or attending or in any other way related to the Event. On behalf of HOA, the current Management Company will mail to Homeowner, via U.S. mail within twenty-one (21) business days after Event a refund check for the deposit. In the case of damages, a notice with cost of repairs will be provided and deducted from said deposit. Homeowner understands and agrees to pay any charges made against the security deposit, and to pay the HOA the full costs of all damages within ten (10) days of receipt of said written notice from the HOA explaining the damage and fees assessed as a result of the damages. An itemized bill for services will be included if applicable. Homeowner agrees that all deposit, fees and expenses incurred by the HOA as a result of the use of the Clubhouse under the Agreement shall be considered an assessment and constitute a lien against the property of Homeowner and shall be fully collectible in the same manner as the assessments as the assessments as authorized by the Declaration of Covenants, Conditions and Restrictions for the MCSA, Inc. (hereinafter Declaration).
8. **Chaperone.** Homeowner agrees that adult chaperones over the age of twenty-five (25) are required at all parties when the guests are under the age of twenty-one (21). Homeowner understands no alcoholic beverages will be served to or consumed by guests under the age of twenty-one (21) anywhere on the premises.
9. **Forfeiture of Deposit.** Failure to adhere to one or any of the requirements of this Agreement, including but not limited to the stated time limit for which the Clubhouse has been reserved will constitute a breach of this Agreement and may result in the forfeiture of the entire security deposit by Homeowner. Failure to adhere to one or any of the requirements of this Agreement may also prevent Homeowner from renting Clubhouse in the future.
10. **Cancellation.** Homeowner may cancel the Agreement by providing a minimum thirty (30) days written notice prior to the Event without incurring a penalty. Cancellations made in less than 30 days will forfeit the rental fee in its entirety.

By signing this Agreement, Homeowner acknowledges this provision and agrees to the limitation contained herein regarding the Agreement's cancellation policy.

11. **Assignment.** Homeowner may not assign or transfer its rights or obligations under this Agreement.
12. **Independent Parties.** Nothing in this Agreement shall be construed as creating a Joint venture, partnership, agent or employment relationship between The Parties.
13. **Agreement / Amendments.** This Agreement represents the entire agreement between The Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, written or oral, of every sort.

The duly authorized representatives of the parties have executed this Agreement (in duplicate originals) as evidenced below.

Homeowner

HOA Representative

SSN# _____

Homeowners Signature

HOA Representative Signature

Print Name

Print Name

Address

Title

Home Phone Work Phone

Date

Date

The MCSA, Inc. ® Clubhouse Usage Agreement

Homeowner's Initials _____