

## **FOREST LAKE COMMUNITY ASSOCIATION COMMUNITY CENTER RENTAL AGREEMENT**

The Community Center is available for rental to all current, dues paid F.L.C.A. members. The building accommodates parties up to 100 people for a "sit down" function, but no more than 100 persons at any time due to fire code restrictions. Twelve tables and one hundred chairs are available. The facility has a large wet bar with five bar stools, microwave, coffee maker, large freezer, bottle cooler, full size refrigerator/freezer and stove/range for guest use. The building has two restrooms, one of which is handicap accessible.

THE BUILDING DOES NOT HAVE A PHONE.

### **RULES AND REGULATIONS**

- **Renter must be a current, dues-paid FLCA member.**
- **All prospective renters must appear (IN PERSON) at an FLCA board meeting prior to their desired rental date to be voted on and approved by the FLCA board ("Board").**
- **Rental fee is \$200.00 per rental (checks only).**
- **A separate, refundable security deposit is \$250.00 (check held, but not cashed).**
- **Renter must provide proof of insurance (copy of policy rider/COI).**
- **At no time is alcohol to be sold.**
- **At no time is alcohol to be consumed by, or in the possession of, a minor.**
- **No live bands.**
- **No pets of any kind in the building or the park (violation will result in forfeiture of security deposit).**
- **The building is to be closed at midnight (unless pre-approved by The Board).**
- **The building and its contents are to be returned to their original conditions.**
- **Inappropriate behavior will NOT be tolerated. (Loss of deposit and/or future rentals may be denied.)**
- **The floor is to be swept and wet mopped.**
- **Garbage is to be placed inside the dumpster behind building.**
- **Tables and chairs are to be wiped clean and returned to storage room.**
- **Smoking is not permitted during association events. During private functions, renter may permit smoking at his/her own risk.**
- **Rental includes the use of parking lot, basketball court and park for the day.**

Renter shall immediately notify The Association in writing to the Board, of any incident, occurrence, injury, or situation arising in connection with the rental which may give rise to any claim, or loss under any of the aforementioned insurance coverage.

Renter hereby waives Renter's right of recovery against The Association for any claims, losses, expenses, or the costs Renter may sustain arising out of this contract and to waive all rights of subrogation against The Association.

**Miscellaneous:**

1. Renter shall not re-let this contract without the prior written consent of The Board.
2. This contract shall be binding upon The Association and Renter and their respective heirs, executors, administrators, representatives, successors and assigns. The terms and conditions of this contract supercede and cancel all previous understandings or agreements of the parties with respect to the subject matter hereof.
3. Renter shall indemnify, protect, defend and hold harmless The Association from and against all "claims" (as defined below) directly or indirectly caused in whole or in part by Renter's negligent or intentional acts or omissions, regardless of whether such acts or omissions are active or passive, including without limitation, the failure to discover dangerous conditions or events. For purpose of this indemnification, "The Association" shall include all dues paying members of The Forest Lake Community Association (FLCA) and any of its respective officers and directors. "Claims" shall mean all claims, demands, charges, judgements, expenses, including, without limitation, attorney's fees for: personal injury to any person (including employees of The Association and Renter), property damage, and any and all penalties, fines or assessments imposed on account of any violation of any law or statute required to be complied with by Renter. Renter shall at Renter's own expense, cost and risk defend all suits, actions, or other proceedings that may be instituted by a third party against The Association covered by this indemnification. Renter shall reimburse The Association for any expenses The Association incurs in enforcing this indemnification.

Forest Lake Community Association

**DEPOSIT MONEY TO BE REFUNDED WITHIN 10 BUSINESS DAYS OF  
SATISFACTORY INSPECTION OF COMMUNITY CENTER FOLLOWING  
RENTAL DATE**

**I HAVE READ, UNDERSTAND AND DO HEREBY ACCEPT THE ABOVE  
RULES AND THE CLAUSES ATTACHED TO THIS AGREEMENT.**

**FLCA**

**NAME:** Forest Lake Community Association

**SIGNED:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**RENTER**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**PHONE:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**DATE:** \_\_\_\_\_