

The Villas of Asbury Homeowners Association, Inc.

Clubroom Rental Contract

This Agreement made and entered into this date _____ by and between The Villas of Asbury Homeowners Association, Inc. hereinafter referred to as Owner, and _____, User. If the User is not the Unit Owner, then "User" means the User and the Unit Owner.

User shall be provided the use of the Asbury Clubroom, but not including the swimming pool, spa, and exercise room, upon the following terms and conditions:

1. The function shall be held on _____, between the hours of _____ and _____.
2. The Clubroom use fee of \$50.00, for the first five hours plus an additional \$10 for each hour thereafter, with a maximum of \$100, shall be paid at the time this Contract is filled out and signed by the User. User will be allotted 1- 1 ½ hours setup time prior to party start time. Cleanup is included in the party time. This check will be deposited upon receipt.
3. A second, refundable check for the security deposit and cleaning services of \$100.00 shall be paid at the time this Contract is filled out and signed by the User. The check will be held and promptly returned upon completion of the final inspection and verification of no damages. No cash will be accepted. Both checks need to be made out to the Villas of Asbury, Inc.
4. The User hereby states the User is a Home Owner or authorized occupant of The Villas of Asbury or Asbury Estates, and is current on all obligations with the Homeowners Association.
5. The User accepts full responsibility for actions of the User and any attendees (whether or not invited) at the function for any damage to the Clubhouse and contents caused by User or attendees (whether or not invited) and shall pay for any damages so caused.
6. If guests under the age of eighteen attend the event, one person having attained their twenty-first birthday must be present for every ten persons under eighteen years of age.
7. User agrees that any alcoholic beverages will be served only to persons who have attained their twenty-first (21st) birthday. Alcohol must be consumed in the Clubroom only.
8. The User agrees to the following occupancy limits of the Clubroom during their function: 65 with tables and chairs 100 with chairs only
9. The User agrees that live bands are not permitted. Volume of any music must be reduced so as not to be heard outside the clubroom.
10. The User agrees that nothing may be put on the walls. Glitter and confetti are not to be used in the Clubroom.
11. No Clubroom furniture may be moved outside. If Clubroom furniture is moved within the Clubroom, it must be returned to its original location when the function is over.
12. The User agrees that The Villas of Asbury Homeowners Association Board of Directors, their designated representative, or the Property Manager shall be allowed reasonable access to the Clubroom during the function.
13. Smoking is not permitted anywhere in the Clubhouse.
14. The blinds can be closed during the function, but should be opened when the party has concluded.
15. All doors may be used for entry and exit but are to remain closed during the function.

16. The User will assure the only sign visible outside of the Clubroom during the function is the "Private Party" sign which is to be hung on the Clubroom's double door entrance facing out and the "Party attendees, please enter from the Parking Lot Door Entrance" sign which is to be hung on the front double door Clubhouse entrance. Both signs will be provided by The Villas of Asbury Homeowners Association Board of Directors, their designated representative, or the Property Manager.

17. The User is responsible for securely closing all doors and windows, making sure oven, coffee pot, and other appliances are turned off, and all lights and fans are turned off. The stove, oven and microwave may be used for reheating foods.

18. Neither the Villas of Asbury Homeowners Association nor the Property Manager shall be responsible for personal items left in the Clubhouse after the designated rental period.

19. A representative of The Villas of Asbury Homeowners Association will perform a "walk-through" with the User before and after the function.

20. The User takes responsibility that no damage, other than normal wear, will occur, as determined by The Villas of Asbury Homeowners Association Board of Directors, their designated representative, or the Property Manager.

21. If the Security Deposit is insufficient to pay all obligations of the User, then the deficiency may be enforced as a Special Individual Assessment against the User.

22. If any person, firm or entity makes a claim against The Villas of Asbury Homeowners Association Board of Directors, their designated representative, and/or the Property Manager for any reason whatsoever, then the User shall hold such Board, representative and/or the Property Manager harmless from all such claims and including any costs incurred, including reasonable attorney fees.

23. The undersigned understands that this Agreement does NOT include use of the pool, spa and exercise room, and agrees with the conditions of this Contract. The undersigned agrees to abide by this Clubroom Rental Contract.

(The User is NOT a Villas of Asbury or Estates Owner)

User Name (print): _____

Unit# _____

User Signature: _____

Date: _____

Address: _____

Asbury Villa: Owner

Phone: _____

Renter

OR

(the User is a Villas of Asbury or Estates owner)

Asbury Estates: Owner

Unit Owner if User is Occupant:

Renter

Unit Owner Name: _____ Date: _____

Unit Owner Signature: _____

HOA Board Designated Representative: _____

Received \$ _____ Check # _____ Date: _____

Received \$ _____ Check # _____ Date: _____

Returned _____ Check # _____ Date: _____

Effective Date: Contracts Signed After August 20, 2018

Approved by Villas of Asbury Board: August 16, 2018

Replaces and Supersedes Clubhouse Rental Agreement: May 15, 2014

CANCELLATION POLICY: Please be advised that cancellations made up to 5 days before a scheduled rental will be eligible for a full refund of both the security deposit and the clubhouse use fee.

Cancellations made 5 days or less before your scheduled rental will result in the return of the security deposit only.

Approved by the HOA Board on September 19, 2024.