

RENTAL AGREEMENT

(Please Print)

Name:	Daytime Phone	ə:	
Address:	Email:		
Date of Event:	Event Type:	_# of Guests:	
Rental Period (please ch	eck): 10am-4pm	5pm-11pm	
Areas Being Rented (Plea	use check):		
Main	Room Left Side Room A	Meeting Room All	
Schedule a preview prior	r to rental? Yes No		
your reservation. If you choose to co	RIOR to your rental, you will be given the ontinue with your reservation a discount servation. No refunds will be issued if not	ed rate must be mutually agreed	
Should anything unforeseen occur \underline{D} and Club Manager.	<u>DURING</u> your rental, an appropriate refu	nd will be decided by the Board	
the	ignature below indicates your agre attached contract and acceptan responsibility and liability for all dam	ce of all	
Signature:	Date:		
Rental Fee:	Check No <u>.:</u>		
Deposit:	Check No:	Check No:	



Lake Cyrus Swim and Tennis Club Rental Rules

- 1. To reserve The Clubhouse, <u>you must be a member of The Lake Cyrus Master Owner's Association</u>, ("Association") in good standing, and you must be present for the entire length of the function.
- 2. Complete payment of the rental fee and deposit must be paid within seven (7) days of the rental confirmation. For residents, the total payment includes the rental fee of \$225 plus the refundable deposit of \$200.
- 3. For non-residents the rental fee is \$225 with a refundable deposit of \$200. After the event, the deposit will be shredded or mailed back to the renter at the renter's request if all rules and cleaning guidelines were followed.
- 4. The pool is not included in clubhouse rentals.
- 5. Rentals that are held on Monday-Thursday may be granted access to the pool if it is not crowded, but the pool cannot be reserved. There will be an additional \$5 guest fee for each guest of a rental that uses the pool, regardless of Lake Cyrus residency. This guest fee will be collected at the pool at the time of the rental. There is a maximum party size of 25 when using the pool).
- 6. If there is not a neighborhood event, holiday rentals may be accepted with prior approval from the Board. Holiday rentals must be paid in full prior to the rental date. No refunds will be issued for cancellations.
- 7. Rental includes only the upstairs main area of the Clubhouse. The left seating room and conference room may be added for an additional \$25 per room.
- 8. No smoking or vaping in the clubhouse.
- 9. Clubhouse shall be vacated by 11:30 P.M. (The pool and pool deck close at **DARK**.)
- 10. No decorations, or any items, are to be attached to the walls or ceilings of the clubhouse. Only clear liquids on carpeted areas.
- 11. No music outside the clubhouse.
- 12. No glass containers are allowed outside the clubhouse or on the pool deck.
- 13. No animals are allowed in the clubhouse, except for service animals.
- 14. Lock all doors and turn off lights before leaving the clubhouse.
- 15. When leaving, the thermostat(s) must be set to 68 degrees in the winter and 72 degrees in the summer.
- 16. The rental time is inclusive for set-up, function, and clean up. If the furniture is rearranged, it is to be put back in its original set up or stored properly at the end of the rental. In order to set up early, the full day must be rented.
- 17. Renter agrees to be responsible for obtaining any licenses pertaining to works of authorship as defined by the Copyright Act of 1976, including, but not limited to, musical works; dramatic works; pictorial, graphic, and sculptural works; motion pictures and other audiovisual works; and sound recordings. By renting the clubhouse, renter agrees to hold Association and Selective Management harmless from all claims, including, but not limited to cease and desist letters, demands for payments and alleged violations of applicable law.

INDEMNIFICATION:

Renter agrees to indemnify, defend, and hold harmless Association from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorney's fees and expenses of renter and the Association), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from (i) any injury to, or the death of, any person, or any damage to property on the Association or upon adjoining sidewalks, streets, or ways, or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the Association or related facilities or any parts thereof, or resulting from the condition thereof or of adjoining sidewalks, streets, or ways, (ii) violation of any agreement or condition hereof, (iii) violation by renter of any contract or agreement to which renter is a party, or any restriction, statute, law, ordinance, or regulation, in each case affecting the Association or related facilities or any part thereof, or the ownership, occupancy, or use thereof, (iv) any negligence or tortious act on the part of renter or any of its agents, contractors, licensees or invitees, and (v) any injury or claim associated with the performance of any work protected by intellectual property law or any other related cause of action. In case any action, suit, or proceeding is brought against the Association by reason of any occurrence herein described, renter will, at its own expense, defend such action, suit, or proceeding interpreted as limiting renter's obligations under the provisions of this agreement, including the obligations set forth in Paragraph 16.

The following is the price schedule for rental events:

Lake Cyrus Members:

- \$225.00 rental fee/time slot
- \$200.00 refundable deposit

Non-Members:

- \$225.00 rental fee/time slot
- \$200.00 refundable deposit

Side Rooms:

- Left seating room only: \$25 per hour, minimum 2 hours
- Conference room only: \$25 per hour, minimum 2 hours
- Adding one/both to a main-floor rental: \$25 each, flat

Pool Usage During Rental (Monday-Thursday Only):

• \$5.00 per person (Max 25), regardless of Lake Cyrus residency

There are two rental periods to choose from:

Period A (10 AM – 4 PM) or Period B (5 PM – 11 PM). If you need to rent during the 4-5 hour, then you will be required to rent both Period A and Period B for \$450.00 rental fee for non-residents and \$400.00



Lake Cyrus Playground Rules

The Lake Cyrus Playground is for use by Residents and their guests only.

- o Adult supervision is required for us of the playground.
- o Play at your own risk.
- o Playground may be used during daylight hours only.
- o No glass bottles are allowed in the playground area.
- o Proper footwear is required—no bare feet.
- o No running, pushing, or shoving.
- o Do not use the playground equipment when it is wet.
- o No jumping off the playground equipment.

COVID-19 Policies:

- 1. After each rental, all counter-tops, doorknobs, light switches, water faucets, and other contact surfaces should be wiped down by renter. This is done to comply with Jefferson County Health Department recommendations to prevent the spread of the virus.
- 2. Any afternoon rentals <u>after</u> a morning rental will be responsible for wiping down surfaces both before and after their rental.
- 3. Clorox wipes and gloves will be provided on top of the refrigerator for those who would like to use them for cleaning.

INDEMNIFICATION:

Renter agrees to indemnify, defend, and hold harmless Association from and against any and all

liabilities, losses, damages, costs, expenses (including all reasonable attorney's fees and expenses of renter and the Association), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from (i) any injury to, or the death of, any person, or any damage to property on the Association or upon adjoining sidewalks, streets, or ways, or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the Association or related facilities or any parts thereof, or resulting from the condition thereof or of adjoining sidewalks, streets, or ways, (ii) violation of any agreement or condition hereof, (iii) violation by renter of any contract or agreement to which renter is a party, or any restriction, statute, law, ordinance, or regulation, in each case affecting the Association or related facilities or any part thereof, or the ownership, occupancy, or use thereof, (iv) any negligence or tortious act on the part of renter or any of its agents, contractors, licensees or invitees, and (v) any injury or claim associated with the performance of any work protected by intellectual property law or any other related cause of action. In case any action, suit, or proceeding is brought against the Association by reason of any occurrence herein described, renter will, at its own expense, defend such action, suit, or proceeding interpreted as limiting renter's obligations under the provisions of this agreement, including the obligations set forth in Paragraph 16.

There are two rental periods to choose from:

Period A (10 AM – 4 PM) or Period B (5 PM – 11 PM). If you need to rent during the 4-5 hour, then you will be required to rent both Period A and Period B for \$200 rental fee.

Lake Cyrus Clubhouse Cleaning Checklist:

*Renter is to provide ALL cleaning supplies and cleaning equipment including but not limited to trash bags, brooms, and mops for their event.

*Renter may not move any living room furniture or existing window treatments.

*Renter may not move any Holiday Décor that might be up during their event. Especially the Christmas Tree.

*Absolutely NO tape, nails, hooks, Command hooks, etc. on walls, trim, or door frames.

Kitchen:	
Clean counter tops	
Bag all trash and place in dumpst	
Sweep floors and Damp Mop (if n	,
Empty Refrigerator completely inc	cluding
stored ice	
Main Reception Area:	
Clean tables and chairs before re	turning to storage room.
Sweep floors and Damp Mop (if r	needed)
Bag all trash and place in dumpst	er.
Bathrooms:	
Bag all trash receptacles (includin	ng under paper towels) and place in dumpster.
Sweep floors and Damp Mop (if r	· · · · · · · · · · · · · · · · · · ·
Ensure all toilets/urinals are flushed	t de la companya de l
Clean countertops.	
Thermostat:	
	nostat at 68 degrees when leaving.
For summer months please set the	ermostat at 72 degrees when leaving.
Outside:	
All porches and surrounding groui	nds must be free of trash and debris.
Rental Date and Time Frame:	
X	Date:
Signature of Renter	Duic
Signature of Kelliel	

Please return this completed form to Selective Management Services Via Email (photo of form accepted) within 72 hours of your rental to ensure return of deposit.

Email: <u>Rentals@SelectiveMgmt.com</u> or mail form to SMS at: 211 Yeager Pkwy STE B., Pelham, AL 35124, for any questions please call 205-624-3586.

Once the Property has been inspected and approved, your deposit will be returned.