



Rental Agreement

(Please Print)

Name: _____ Phone: _____
Address: _____ Email: _____
Date of Event: _____ Reason for Event: _____
Number of Guests: _____ Rental Time Slot: _____

Your signature below indicates your agreement with the attached contract and acceptance of all responsibility and liability for all damages.

Signature: _____ Date: _____
Rental Fee: _____ Check Number: _____
Deposit: _____ Check Number: _____



Park Trace Clubhouse Rental Rules

1. To rent the Park Trace Clubhouse, you must be a member of Park Trace Swim and Tennis Club (“PTSTC”) and Trace Crossings Residential Association (“TCRA”) 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 10 days of the rental confirmation. The total payment includes the rental fee of \$65/time slot plus the \$200 refundable damage deposit. After the event, the deposit will be voided and shredded if all rules and cleaning guidelines were followed.
3. The pool cannot be reserved, but it may be used. Maximum party size is 25 when using the pool.
4. The clubhouse cannot be reserved for holidays.
5. No smoking or vaping in the clubhouse or anywhere on the property.
6. Clubhouse shall be vacated by 12:00 midnight. The pool and pool deck close at dark.
7. No decorations are to be attached to the walls, ceilings, or ceiling fans in the clubhouse.
8. No music outside the clubhouse.
9. No glass containers are permitted outside the clubhouse or on the pool deck.
10. No animals are allowed in the clubhouse.
11. Doors must be locked and lights turned off before leaving the clubhouse.
12. Thermostat must be set back to **78 degrees**.
13. The rental time slot includes time for setup, function, and clean up. *You will be granted access to the clubhouse 30 minutes prior and 30 minutes after your rental time.*
14. The furniture is not to be moved or rearranged.
15. 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 the Association and Selective Management Services, LLC (SMS) 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 the Association and SMS from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorney’s fees and expenses of renter, the Association and SMS), 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 with counsel reasonable acceptable to Association. Nothing in this provision shall be interpreted as limiting renter's obligations under other provisions of this agreement.