

# *Old Cahaba* CLUBHOUSE RENTAL CONFIRMATION

## **PRIVATE EVENTS:**

Functions should be of a private, social, non-public & non-commercial nature unless otherwise approved by the Board of Directors (showers, dinners, social parties, reunions, etc.) To reserve the clubhouse, you must be a resident of Old Cahaba, 21 years of age and older, in good standing (no HOA debt), and you must be present for the entire function.

## **POOL or POOL AREA:**

The Clubhouse Rental **does allow access** to the pool, and pool deck, but it may not be exclusively reserved. Any and all other Old Cahaba residents may use the pool and pool deck as well.

## **PAYMENT INSTRUCTIONS:**

1. Rental fee plus deposit is to be made in two separate payments, made payable to Old Cahaba Residential Association, which will be deposited upon receipt. See enclosed form for amounts and instructions.
2. **Rental fee generally includes (unless rental is over 4 hours):**
  - a. **\$75** minimum rental for a 4-hour minimum rental
  - b. **\$150** minimum security deposit (refundable if conditions met-- see Clubhouse Rules & Cleaning)
3. Each additional rental hour over the 4 hour minimum is \$20/hour.
4. If any damages occur or cleaning fees exceed the security deposit portion of the fee, additional fees will be charged to the owner's account.
5. **CONFIRMATION:** Rental is considered confirmed **when security deposit is received and deposited**. Rental check must be received at least **1 week prior** to the rental or the HOA will cancel the rental without notice and the date/time offered to another rental request.
6. Checks or Money orders are accepted. The Owner's address and date of the rental must be on the payment.
7. Check is to be mailed to the SMS Office (211 Yeager Parkway, Suite B. Pelham, AL 35124). In event of NSF, resident will be charged for any fees incurred, bank or management related, and rental may be cancelled.
8. If property tenant is requesting clubhouse rental, property owner or authorized representative must approve and sign confirmation.
9. Security Deposit will be returned, or shredded, once the completed Clubhouse Cleaning Checklist has been received and the Clubhouse had been confirmed clean. **If the checklist is not returned within 72 hours of the rental, the security deposit will be kept and deposited.**

**CLEANING & CHECKLIST:** Renter is responsible for cleaning the clubhouse after the event. At the end of the rental, the resident must complete the cleaning checklist that is provided in the kitchen for deposit refund to be processed. (Additional cleaning fees are posted in the kitchen.) The clubhouse will be checked within 72 hours of a rental, the completed checklist will be reviewed, and any cleaning fees will be assessed, cleaning or cleaning arrangements for any items that do not meet standards will be made. If cleaning fees exceed the security deposit portion of the \$150 received, additional fees will be charged to the homeowner's account.

**CANCELLATION BY RENTER:** Rental cancellation for any reason must be submitted in writing (email) within 7 days of rental or rental fee will be forfeited. However, if another rental is able to be scheduled for that date/time, forfeited rental fee may be refunded at the discretion of the Board of Directors.

**INDEMNIFICATION:**

Renter agrees to indemnify, defend, and hold harmless Old Cahaba Residential 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 judgements of any nature whatsoever arising from (i) any injury to, or the death of, any person, or any damage to property on the Old Cahaba Residential 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 Old Cahaba Residential Association or related facilities or any party 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 restrictions, statute, law, ordinance, or regulation, in each case affecting the Old Cahaba Residential 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 Old Cahaba Residential Association. Nothing in this provision shall be interpreted as limiting the renter's obligation under other provisions of this agreement, including the obligations set forth in Paragraph 5.