

LAND OWNERS ASSOCIATION OF LADD LANDING, INC. (LOALLI)
CLUBHOUSE RENTAL AGREEMENT AND APPLICATION FOR PRIVATE EVENTS

Renter's Name _____

Address _____

Phone # (Home) _____ (Work) _____ (Mobile) _____

Purpose of Rental _____

Date _____ Start Time _____ End Time _____

Anticipated Number of Guests: _____

The rental rates for private events at the Ladd Landing Clubhouse are as follows:

Rental Rate: LOALLI Members: No Charge
 Non-members: \$50 / hour with a minimum 4 hour rental per day (includes set-up, event, and clean-up time).

Cleaning Fee: LOALLI Members and Non-members: \$75.00 (A third party cleaning company will provide cleaning services. If excessive cleaning is required, the renter will be charged at a rate of \$75.00 per hour which will be deducted from their security deposit.)

Security Deposit: LOALLI Members: \$250.00 (Your deposit check will be returned after the event if no damage or additional cleaning costs are incurred.)
 Non-members: \$500.00 (Your deposit check will be returned after the event if no damage or additional cleaning costs are incurred.)

The rental agreement, rental fee (if applicable), cleaning fee, and security deposit check must be provided to Sandy Gabbard at sandy_joyce4@yahoo.com **no later than seven days** prior to the event, or **immediately** for events scheduled within the week of the event. All checks should be made payable to Land Owners Association of Ladd Landing, Inc.

Note:

LOALLI reserves the right to not rent the Clubhouse to any person or persons for any reason. LOALLI Board of Directors and/or Committee meetings are not subject to the Clubhouse rental policy. The LOALLI Board of Directors reserves the right to reduce or waive fees under special circumstances.

CLUBHOUSE RENTAL RULES AND REGULATIONS

1. LOALLI resident(s) or owners in good standing with current Homeowner Association accounts will be allowed to rent the facilities at reduced rates. For purposes of this policy a "member in good standing" is defined as a member who (a) has paid all required assessments, late fees, legal fees and other charges as billed by the Association and (b) is found to be in compliance with the provisions of the Association's published rules, regulations, policies, and procedures. The renting party must be present at the event. Ladd Landing rental occupants and non-residents may rent the Clubhouse at non-member rates.
2. Alcohol may not be served to anyone under the legal drinking age which is 21 years. The sale of alcoholic beverages is prohibited!
3. The sale of food and beverage concessions of any type are prohibited unless pre-approved in writing by the LOALLI Board of Directors.
4. SMOKING is NOT allowed in the Clubhouse or surrounding decks, pool or property.
5. No more than 100 guests are permitted in the Clubhouse at any given time.
6. If Clubhouse is rented and the key is not returned, the renter will be charged the cost to re-key the facility.
7. Clubhouse rental consist of the rental of the clubhouse and surrounding decks only. This does not include the swimming pool, pool deck or any other Association property.
8. All functions must end no later than 11:30 P.M. and the premises vacated. Automatic alarms are set prior to midnight. Any function planned to end later than 11:30 P.M. will be reviewed on an exception basis and must be pre-approved by the Clubhouse manager.
9. For children's parties (including teens), one adult chaperone must be present at the party for each 10 children. These parties may not go past 10:00 PM unless each minor's parent or legal guardian is present.
10. No decorations may be attached to anything within the Clubhouse using nails, tacks, screws, staples, etc. Items may be taped to surfaces using only painter's tape.
11. No animals, with the exception of certified guide or service dogs, are permitted in the Clubhouse.
12. The Clubhouse may not be used to provide, conduct, or solicit any activity, program, or other event for profit, financial gain, or otherwise by any person or business unless such activity, program or event is fully disclosed and pre-approved by the LOALLI Board of Directors.

13. After every event, the facility must be returned to its original condition and all property returned to its proper location. Please remove any food and take all trash with you for appropriate disposal.
14. The security deposit will be used to pay for any and all damages resulting to the facility, its contents or any other portion of the property from the renter's actions or any actions of persons attending or in any other way related to the function. Any charges made against the deposit will be explained. If costs of repairs exceed the amount of the deposit, the renter will pay LOALLI the full cost of all repairs within ten days of receipt of a written explanation of the damages and a bill from the Association for such repairs.

NOTICE OF LIABILITY

- A. I assume all responsibility, risks, liabilities and hazards incidental to the activities applied for (including, but not limited to the serving of alcoholic beverages), and hereby release and forever discharge the Association, its officers, directors, employees, agents and members, present, past and future from any and all claims, costs, causes of action and liability for personal injury or death and damage to or destruction of property arising from my use of the Clubhouse facilities and its appurtenances. I agree that no alcoholic beverages will be served to anyone under the age of twenty-one (21) years of age. If the Association determines or observes intoxicated guests or minors being served alcohol, the Association reserves the right to terminate the function and ask your guests to leave.**
- B. I agree to indemnify and hold harmless the Association, its officers, directors, employees, agents and members present, past and future from any and all charges, claims, costs, causes of action, damages and liabilities (including, but not limited to attorney's fees) for any and all injuries to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees, any member of the Association or any other person which arise from or are in any way related to the above activity, rental or use of the Clubhouse facility.**
- C. I assume all responsibility for the actions and behavior of all persons attending, or in any other way related to my function and agree to be personally responsible for causing all such persons to comply with the LOALLI Covenants, Bylaws and Rules and Regulations. Failure to comply may result in forfeiture of my deposit.**
- D. I understand that I am being granted exclusive use of the rented facility for the time period described above, subject to the right herein reserved by the Association to enter the facility and terminate my use thereof should the conduct of any person using the facility endanger the health, safety or well-being of any person or constitute a threat to any property.**

- E. I am at least twenty-one (21) years of age and will be in attendance at my function. I hereby agree and represent that the rented facility will be used for lawful purposes only and that if any conduct at the function I am sponsoring violates federal, state or local laws or ordinances, my rights to use the Clubhouse facility under this Agreement shall terminate and the Association shall have the right to take possession of the Clubhouse Facility and instruct my guests to leave the property.**

- F. I agree that all deposits, fees and expenses incurred by the Association as a result of the use of the Clubhouse facility under this Agreement shall be considered an assessment and constitute a lien against my property and shall be fully collectable as provided for by the Association's Covenants and relevant Tennessee statutes. Subject to the noted deductions, the deposit will be refunded in whole or in part. I also agree that I will be responsible for all clean-up and trash removal after my function. I will leave the facility exactly as it was left for me.**

- G. I understand that my reservation of the facility on the aforementioned date will not be confirmed nor will this Agreement be binding until such time as this Agreement has been executed by the Association or its agent. I have carefully read and understand this rental form and agree to be bound by its terms.**

Total Rental Amount Due _____

In consideration for the exclusive use of the Ladd Landing facility specified above for the private function outlined in this agreement, I, the renter named above and undersigned here, agree to the statements and terms specified above.

CONFIRMING AS FOLLOWS:

APPROVED BY:

Signature

Signature (LOALLI representative)

Name (Please Print)

Name (Please Print)

Deposit Received: Amount _____

Date _____

Received By:

Name (Please Print)

Signature