

**BRENTWOOD FOREST "TENANT"**  
**CLUBHOUSE RENTAL AGREEMENT, RELEASE AND INDEMNITY**

This Agreement entered into on \_\_\_\_\_, 20\_\_\_\_ between the Brentwood Forest Condominium Association, Inc. (hereinafter "Brentwood Forest") and the undersigned (hereinafter "Unit Owner" (on behalf of all owners of the unit) who owns the condominium unit located at \_\_\_\_\_ and the undersigned Tenant of such unit for rental of the \_\_\_\_\_ Lower Room (Max. Cap. 80), \_\_\_\_\_ Upper Club Room (Max. Cap. 40) at **9000 Wrenwood Lane** on \_\_\_\_/\_\_\_\_/\_\_\_\_ beginning at \_\_\_\_\_ a.m./ p.m. and ending at \_\_\_\_\_ a.m./ p.m. (1:30 a.m. at the latest) for a private, not-for-profit event, having no more than \_\_\_\_\_ participants attending event, described as: \_\_\_\_\_.  
Alcoholic beverages \_\_\_\_\_ Will, \_\_\_\_\_ Will Not be present. Music for the event will be \_\_\_\_\_ Stereo, \_\_\_\_\_ Live, \_\_\_\_\_ Recorded.  
Describe any other entertainment: \_\_\_\_\_.

The basic rental fee of \$ \_\_\_\_\_ is due and payable upon signing the agreement. **This Agreement must be signed and returned to the Association office, along with the basic rental fee within ten days after reserving the clubhouse.**

A Security deposit of \$ \_\_\_\_\_ is required in addition to the rental fee. **The security deposit must be paid by a certified check or money order prior to picking up the keys for the event.**

**TENANT/UNIT OWNER'S LIABILITY ASSUMPTION AND RELEASE**

The Tenant assumes responsibility for all aspects of the event, including, but not limited to: conduct and welfare of all participants, clean up and repair of damage to the premises, personal injury, death or property damage suffered by participants or third parties. Tenant agrees to be present during the entire event and to monitor and control all conduct and alcohol consumption of participants. **Tenant shall not allow any alcohol consumption by persons under 21, or excessive consumption by persons over 21.**

Tenant and Unit Owner hereby agrees to release, hold harmless, and indemnify Brentwood Forest, it's employees, agents and assigns from any and all liability for property damage, personal injury, death or other causes of action arising directly or indirectly from the event, or from the cancellation of the event. Unit Owner's insurance shall always provide primary coverage regarding all claims related to the conduct of the event. Tenant agrees that if Unit Owner incurs any charges under this Agreement, Tenant will reimburse Unit Owner from the rental deposit on the unit or other sources, and failure to do so shall be a breach of Tenant's Rental Agreement upon the unit, whether such agreement is written or oral.

**DEPOSITS, CONDUCT, CLEAN-UP AND SETTING ALARM**

Tenant's Deposit shall be returned only upon Tenant's compliance with all written and oral requirements. Tenant is responsible for removing all food, trash and all decorations (balloons, streamers, tape etc.) before leaving the premises at the conclusion of the event. Tenant must clean up interior and exterior of the premises by 1:30 a.m. on the day after the event started (or any sooner time designated). Brentwood Forest may charge part, or all of the deposit for clean up, repair or replacement undertaken by it.

The security alarm must be set by the Tenant upon vacating the clubhouse before 1:30 a.m. Failure to set the security alarm will cause the alarm company to contact Brentwood Forest personnel/police to check on the alarm, which may result in additional administrative charges against the Tenant. Tenant may also forfeit the deposit for any other breaches of this Agreement or other requirements provided to Tenant. Tenant shall also be liable for any and all damage, clean up or other expenses, including reasonable attorneys' fees in collecting such sums that exceed the security deposit.

**CANCELLATION**

If Tenant fails to timely make any payments, execute forms, or comply with other requirements set by Brentwood Forest, Brentwood Forest may cancel the event and the rental fee shall be retained as liquidated damages. If Tenant cancels the event more than 10 days prior to event, 50% of the rental fee will be retained. Thereafter, upon cancellation by Tenant, the entire fee will be retained. Brentwood Forest also specifically reserves the right to cancel the event at any time prior to, or during the event at its sole discretion without any liability on the part of Brentwood Forest, for reasons including but not limited to, any disorderly conduct, drunkenness, lewd or obnoxious behavior, nuisance, excessive noise, damage, overcrowding above specified limit, or other failure to follow all Brentwood Forest's requirements. Brentwood Forest may also cancel an event without liability if the premises are destroyed, damaged or otherwise not in shape to hold the event. In this event, Brentwood Forest shall return the rental fee and security deposit (if paid) to the Unit Owner/Tenant.

**CLUBHOUSE RENTAL RULES AND REGULATIONS**

**I. RESERVATIONS, CANCELLATIONS AND USE**

A. Only Unit Owners and their Tenants may rent the Clubhouse rooms to hold private, non-profit events. No open, advertised, or publicly posted events are allowed. No events are allowed where anyone stands to make a profit or gain from the event. If any event is discovered to be in non-compliance with this provision prior to the event, the event will be cancelled and the rental fee forfeited. If it is discovered during or after the event, the event may be halted, and the rental deposit will be forfeited (any waiver of the policy must be set forth in the Rental Agreement).

B. Children under 18 years of age are not allowed to attend an event without parents, unless set forth in the Rental Agreement. For any events including children under the age of 18 who will not be accompanied by parents, the number of adult chaperons shall be one for each 10 children (unless otherwise set forth herein), who must be present for the entire event. The number of chaperons may vary based on the age of the participants as well as the nature of the event. (Number variance for this event \_\_\_\_\_).

C. Reservations will be taken no more than six months in advance of the event on a first come, first served basis. No reservation is firm, and no date will be reserved until the rental fee is paid in full. Brentwood Forest may accelerate the time for turning in the completed Clubhouse Rental Agreement if someone else wants to reserve the same date.

D. **Keys must be picked up by 5:00 p.m. on the last work day (Monday through Friday, except holidays) prior to the event date.** (Monday-Friday except holidays). After clean-up, **all keys must be returned immediately after the event to the Association Office** (1401 Thrush Place). **Deposit the keys in the drop box located outside the Association office.** An inventory of Clubhouse furnishings is available upon request. Unit Owner may verify the inventory prior to the event.

E. The security deposit (**certified check or money order only**) is due prior to the keys being picked up for the event. On the next business day after the function after the club room and surrounding area has been inspected and keys returned, you may request return of the security deposit. Brentwood Forest shall have fifteen days to process the refund.

F. Brentwood Forest reserves the right to have its agents and employees and the City of Brentwood Police check, or monitor any event, and to immediately terminate any event violating the Rental Agreement, or other Brentwood Forest regulations.

G. **No smoking** is permitted in the Clubhouse. Smoking is permitted on the outdoor patio areas and on the outside deck of the upper Club Room (if rented). **A \$100 charge per occurrence will be deducted from the Tenant's deposit if participants violate the smoking regulations.**

H. You may **enter the Clubhouse only on the day of the event after 10:00 a.m.**

I. **Under no circumstances may the pool or pool area be used.**

J. **No guns** are permitted in the clubhouse or surrounds areas.

**II. CARE AND CLEAN-UP - IN CASE OF EMERGENCY (Fire/Sewer Back-up) CALL 911 - BF Staff 961-3066**

- A. During Clubhouse functions, all entrance and exit doors and windows must be kept closed.
- B. Fireplace use is limited to winter months only. Flue must be closed and gas turned off before leaving.
- C. Lift furniture when moving – return all furniture to its original location.
- D. Noise and music must be kept under reasonable control.
- E. Shirt and shoes must be worn at all times. Swimwear is not permitted in the Clubhouse at any time.
- F. All guests must leave the premises within a half-hour after the scheduled end of the event and prior to 1:00 a.m.
- G. Dispose of food waste only in the garbage disposal - no grease, bones, peels/seeds from fruit or vegetables.
- H. Owner/tenant is responsible to re-set the thermostat (Summer 78 degrees – Winter 68 degrees) before departing.
- I. The balcony of the upstairs Clubroom (overlooking the downstairs Clubroom) may not be used at any time.
- J. No pets are allowed inside the Clubhouse.
- K. All Trash must be bagged and placed in the dumpster located on the east parking lot.
- L. Debris (including cigarette butts) on the parking lot and perimeter of the Clubhouse must be removed.
- M. All decorations, tape/strings, streamers and confetti must be removed from the Clubhouse (no nails may be used).
- N. Turn off all lights. Downstairs Clubroom: Light switches are located in the small enclosed room with shutters in the lobby area. Upstairs Clubroom: The first light switch is on the post to your right as you are standing on the landing to the upstairs clubroom. All other switches are on the outer walls.
- O. Lock all windows/doors including latches on the double French doors in the party room and lobby.
- P. The last person leaving the clubhouse is responsible for setting the alarm prior to 1:30 a.m. (To set the alarm – Press “AWAY” until you hear BEEP, BEEP, BEEP, BEEP. You have 45 seconds after the alarm is set to vacate the building and lock the front entrance door. You may not re-enter the clubhouse once the alarm is set.
- Q. False alarms or fees for not setting the alarm by 1:30 a.m. are deducted from the security deposit.
- R. Immediately after the event, return the keys to the Association office in the drop box (1401 Thrush Place-corner of Eager Road and Thrush Place).

**See the attached addendum which becomes a part of this agreement.**

\_\_\_\_\_  
Owner's Signature                      Cell Phone                      Home Phone                      Work Phone                      Driver's License                      Date of Birth

\_\_\_\_\_  
Tenant's Signature                      Cell Phone                      Home Phone                      Work Phone                      Driver's License                      Date of Birth

Signatures acknowledges that we have read, understand and will abide to the terms of this agreement.

BRENTWOOD FOREST CONDOMINIUM ASSOCIATION, INC.

By: \_\_\_\_\_ Date \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared \_\_\_\_\_, to me known to be the Tenant described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

My Commission Expires: \_\_\_\_\_  
Brentwood Forest Employee or Notary Public Affixing Seal

**IN ADDITION TO OTHER TERMS, UNIT OWNER AGREES TO IMDEMNIFY BRENTWOOD FOREST FROM DAMAGE RESULTING FROM ANY AND ALL CLAIMS AGAINST BRENTWOOD FOREST MADE BY TENANT, PARTICIPANTS, OR THIRD PARTIES. UNIT OWNER FURTHER AGREES TO BE RESPONSIBLE FOR ANY CLEANING COSTS OR DAMAGES TO BRENTWOOD FOREST PROPERTY THAT EXCEED THE SECURITY DEPOSIT. UNIT OWNER ASSUMES NO DIRECT SUPERVISION OVER THE EVENT, AND BY SIGNING THIS AGREEMENT DOES NOT ASSUME ANY DIRECT LIABILITY TO TENANT, PARTICIPANTS OR THIRD PARTIES. UNIT OWNER AGREES THAT IN THE EVENT OF CLAIMS ARISING FROM THE EVENT, UNIT OWNER'S INSURANCE SHALL BE PRIMARY OVER BRENTWOOD FOREST'S INSURANCE, BUT NOT OVER INSURANCE OF TENANT OR OTHER PARTICIPANTS.**

\_\_\_\_\_  
Unit Owner's Name(s)                      Address                      City                      State                      Zip  
\_\_\_\_\_  
Cell/Hm # \_\_\_\_\_ Date: \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ before me personally appeared \_\_\_\_\_, to be known to be the Unit Owner described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

My Commission Expires: \_\_\_\_\_  
Brentwood Forest Employee or Notary Public Affixing Seal

Rental Fee                      Received \$ \_\_\_\_\_                      On \_\_\_\_/\_\_\_\_/\_\_\_\_                      Check # \_\_\_\_\_  
Security Deposit                      Received \$ \_\_\_\_\_                      Certified Check \_\_\_\_\_                      Cash \_\_\_\_\_                      On \_\_\_\_/\_\_\_\_/\_\_\_\_  
Key # \_\_\_\_\_                      Issued to \_\_\_\_\_                      Keys returned                      On \_\_\_\_/\_\_\_\_/\_\_\_\_  
\$ \_\_\_\_\_                      Security Deposit Forfeited for \_\_\_\_\_  
\$ \_\_\_\_\_                      Security Deposit Returned to \_\_\_\_\_                      On \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature: \_\_\_\_\_ Certifies Security Deposit returned on \_\_\_\_\_.

# Clubhouse Sponsor Instructions, Clean Up and Charges

The alarm is turned off by the Association prior to your arrival (admittance on the day of your event only after 10:00 a.m.). The alarm should not be set until the last person from both party rooms vacates the building (no later than 1:30 a.m.)

To insure return of your security deposit, initial and sign below acknowledging that you have read the Clubhouse Rental Agreement and the following requirements frequently overlooked. If any of the Clubhouse Rental Agreement provisions are abused or violated, funds will be deducted from the security deposit. The following charges will be deducted for:

Not removing all food, drinks and decorations, from the premises	\$ 25.00	_____
Failure to 1) vacuum the carpet, 2) clean kitchen floors, 3) clean bathrooms, 4) clean dance floor or 5) clean the lobby (spills, floor or other debris present)	\$ 25.00	_____
Cigarette butts left in the cigarette urns, patio or exterior of clubroom or parking lot	\$ 10.00	_____
Cigarette butts found in the party room (smoking outdoors only)	\$100.00	_____
Failure to replace furniture as originally placed when you arrived	\$ 25.00	_____
Failure to clean the kitchen counter tops and glass table tops (dirty/smeared)	\$ 25.00	_____
Failure to remove trash and debris from the party room and restrooms or replace a clean trash bag in each trash container (including restrooms)	\$ 25.00	_____
Not resetting the thermostat to: Summer 78 degrees - Winter 65 degrees	\$ 25.00	_____
Failure to lock all windows, French double doors (latch and lock), front and rear entrance doors. Upstairs Rental - lock the gate, French doors upstairs & lobby doors	\$ 50.00	_____
Trash not removed or placed in the dumpster. Didn't relock the dumpster	\$ 25.00	_____
Failed to return keys immediately after the event to the office in the drop box 1401 Thrush Place (corner of Thrush & Eager Road) left of the front door	\$ 25.00	_____
Didn't set the alarm. The police or office staff responding to a false alarm	\$ 50.00	_____
Any cleaning other than listed above	\$ 40 per hour	_____

The other party room is rented Yes ( ) No ( )

**PRESS AWAY TO SET THE ALARM. YOU WILL HEAR A BEEP, BEEP, BEEP, BEEP. YOU HAVE 45 SECONDS TO VACATE THE BUILDING AND LOCK THE FRONT DOOR.**

Signature \_\_\_\_\_ Date \_\_\_\_\_ Key # \_\_\_\_\_

### DOWNSTAIRS



### UPSTAIRS



# **Brentwood Forest Clubhouse**

## **Party Room Furnishings**

### **Downstairs Party Room**

**50 inch – 1080i Plasma TV**  
**Stereo Cabinet**  
**Stereo System & Equipment**  
**Stereo Speakers (4)**  
**3 Couches**  
**3 Nightstand Dressers**  
**2 Love Seats**  
**2 Coffee Tables**  
**2 Round Card Tables with Glass Tops**  
**8 Chairs with Side Arms**  
**4 Western Style Pattern Chairs**  
**3 Bar Stools**  
**3 Tall artificial trees**  
**4 Table Lamps**  
**14 Wall Pictures**  
**1 Bird Cage with Cardinal Bird inside**  
**Clear Glass Vase & Flowers on Fireplace**  
**2 Candle Holders and 2 Tall White Candles**  
**Artificial Floral Baskets (5)**  
**Microwave**  
**Coffee Pot**  
**Large Tea Dispenser**  
**Ice Bucket & Scoop**  
**Vacuum Sweeper**  
**Brooms/Mops/Cleaning Bucket & Cleaning Supplies**  
**Carpeted except wood dance floor & tile kitchen floor**  
**1 Silver Trash Container**  
**1 Brown Trash Container**  
**Water Fountain**

### **Upstairs Party Room**

**2 Sectional Couches**  
**1 Navy Blue Couch**  
**Marble Table with 4 chairs**  
**2 Glass Coffee Tables**  
**2 Floor lamps**  
**1 End Table**  
**4 Bar Stools**  
**3 Bar Tables (round)**  
**6 Tall Bar Table Chairs**  
**4 Side Chairs**  
**8 Wall Pictures**  
**2 Cigarette Stands**  
**1 Silver Dome Trash Container**  
**1 Vacuum Sweeper**  
**1 Artificial Green Plant**

### **Lobby**

**1 Cigarette Urn**  
**1 Silver Trash Container**  
**1 Podium**  
**1 Dresser with black top**  
**1 Picture-BF Mission Statement**  
**8 6' Tables under the stairs**