

# Carrington Lakes

## Resident's Club

### **RESERVING**

1. To reserve the Residents' Club, you must be a member of the Carrington Lakes Community Association ("Association") and you must be present for the length of the function.
2. Completed payment of the rental fee and deposit must be paid within 10 days of the rental confirmation. The total payment includes non-refundable usage fee (as listed below) plus the \$200.00 damage deposit. **Payment must be made by the resident renting the clubhouse.** After the event, the deposit will be refunded to the resident as long as rules and cleaning guidelines are followed.
3. The pool cannot be reserved, but it may be used. (Maximum party size of 25 when using the pool.)
4. Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day holidays are set aside for neighborhood events and cannot be reserved.
5. 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 McKay Management harmless from any and 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 with counsel reasonable acceptable to Association. Nothing in this provision shall be interpreted as limiting renter's obligations under other provisions of this agreement, including the obligations set forth in Paragraph 5.

**4-hour rentals are:**

- \$100.00 for the Grand Hall. Each additional hour is \$25.00.
- \$50.00 for the Multi-Purpose Room. Each additional hour is \$12.50.

**RULES**

1. No smoking in the clubhouse.
2. Clubhouse must be vacated by 12:00 midnight. (The pool and pool deck close at **9:00 p.m.**)
3. No decorations are to be attached to the walls, ceiling or ceiling fans.
4. No music outside the clubhouse.
5. No glass containers are allowed outside the clubhouse on the pool deck.
6. No animals are allowed in the clubhouse.
7. Doors must be locked and the lights turned off before leaving the clubhouse.
8. Furniture in the Grand Hall shall not be re-arranged at any time. Please note that no furniture is provided in either one of the downstairs rooms.

**CLEANING**

1. Cleaning supplies are not provided.
2. Leave nothing in the refrigerator.
3. Inspect general cleanliness and straighten up as necessary.
4. Remove all trash from the Residents' Club. All decorations must be removed after each event. You must provide your own trash bags and place trash in dumpster located outside the Resident's Club.
5. If the space is left in a condition that cannot be used by others, some or all of your deposit may be withheld.