

FALCON CREEK COMMUNITY ASSOCIATION, INC.

429 E. Dupont Rd PMB 218, Fort Wayne, IN. (260) 918-4806

www.falconcreekneighborhood.com

FALCON CREEK COMMUNITY ASSOCIATION CLUBHOUSE
RENTAL AND IDEMNIFICATION AGREEMENT

1. Renter must be a lot owner and reside in a household, which is a member of the Falcon Creek Community Association.
2. The ultimate responsibility for the clubhouse at the time of rental shall rest with the titleholder of the lot or resident who has executed this agreement.
3. The Renter must be present at all times and will be responsible for the conduct of all guests including excessive noise.
4. It is agreed that the Renter will leave the clubhouse in as good and clean condition as when the facility was entered, and that he/she is responsible for all broken, burned, damaged or missing articles of furniture, furnishings, appliances, and electronics or the property in the clubhouse.
5. The circled rental fee of [WAIVED /\$25 flat rate all day] shall be paid at the signing of this rental agreement.
6. A security deposit of \$75 will be paid when receiving the clubhouse key. The deposit will be refunded in full if all terms of the rental agreement have been fulfilled. Following a post rental inspection, any costs due to violation of this agreement will be deducted from the security deposit determined by the Board of Directors at its sole discretion.
7. **The pool area cannot be rented.** However, if the pool is open for use the Renter's guests may use the pool with the understanding that Falcon Creek Residents have priority. All pool rules must be followed. Grills are not allowed in the pool area.
8. The clubhouse guest limit is 40 people.
9. All gatherings must end by _____ a.m. / p.m. Renters are allowed access to the clubhouse 1 hour before and 1 hour after rental start and end times for setup/cleanup activities. Renters are not charged for this time.
10. The clubhouse keys must be returned to the Falcon Creek Community Association the following business day after the rental. Loss of the clubhouse key will result in loss of the security deposit.
11. The Renter agrees that the Falcon Creek Community Association, Inc. as well as its agents and employees are held harmless by the Renter and are not liable for any accident, injury, loss or damage incurred by Renter or his/her guests. Should any injury or damage to property occur or should any suit be brought by any party, the Renter shall fully indemnify and defend Falcon Creek Community Association for any such suit and hold Falcon Creek Community Association and its officers, employees, and agents harmless.
12. The Renter shall pay Falcon Creek Community Association, Inc. any and all attorney fees incurred to enforce this agreement or in defending itself in any action relating to this agreement including but not limited to enforcing the indemnification agreement as set forth in this contract.

Date of Rental: _____

Name of Renter: _____

Address of Renter: _____

Time of Rental: _____

Phone Number of Renter: _____

Today's Date: _____

Lot Owner/Renter: _____

Association Representative: _____