

# Application for Use and Rental Agreement for CARROLLWOOD LAKES HOA 2339 Oak Springs.

**4 hour rental \*\* 10am-2PM or 2PM – 6PM or 6:00pm -10:00pm.**

Applicant Name: \_\_\_\_\_ Applicant Addr \_\_\_\_\_ Date \_\_\_\_\_

Applicant Phone: \_\_\_\_\_ Applicant Email \_\_\_\_\_ Event Date \_\_\_\_\_

Event Description: \_\_\_\_\_ No. of persons to attend \_\_\_\_\_

Rental Fees Paid: Date \_\_\_\_\_ Check# \_\_\_\_\_ Amount Paid: \_\_\_\_\_ Refund: Amt \_\_\_\_\_ Date \_\_\_\_\_

Security Deposit: Date \_\_\_\_\_ Check# \_\_\_\_\_ Amount Paid: \_\_\_\_\_ Refund: Amt \_\_\_\_\_ Date \_\_\_\_\_

Additional Charges Assessed: YES NO

Description

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WHEREAS, the applicant (the "Applicant") named above is a paid member (with dues current) of the Carrollwood Lakes Homeowner Association, Inc., a Tennessee non-profit corporation (the "HOA") and an owner residing in a home in the Carrollwood Lakes Subdivision (the "Subdivision") in Cordova, Tennessee and WHEREAS, the Applicant desires to rent the Carrollwood Lakes Pavilion located at 2339 Oak Springs Dr, Cordova, TN. and WHEREAS, the HOA will only rent the Pavilion if the Applicant agrees to be bound by the terms and conditions set forth herein.

After the security deposit is received and deposited into the HOA bank account, this Agreement is signed and acknowledged by both parties, then reservations will be held until fourteen (14) days prior to the event. The security deposit of \$100 and the rental fee of \$100 is to be paid at least two (2) weeks prior to the scheduled event and will secure the rental time. The Renter must be a Carrollwood Lakes resident and must be current with their HOA account (dues & fines). The security deposit is refundable provided the area is returned to their pre-rental condition. An inspection walk-through is required with a representative of the Association and any additional discrepancies should be noted on the attached form, marked "Exhibit A". At the time of departure, a representative of the Association will conduct another walk-through and any discrepancies will be noted. The Renter must be able to attend these walk-through inspections in order to facilitate any deposit refund. The only exception would be for events where a pre-designated representative is appointed.

All checks are to be made payable to Carrollwood Lakes Homeowners Assoc. There will be a \$25.00 service charge for checks returned by the bank for insufficient funds. Rental times paid or secured with insufficient funds will be cancelled and the designated time released for rent. Deposit refunds or portions thereof will be mailed to the address supplied by the Renter, or to the designated address as stated below, within ten (10) days of the event.

In exchange for permission of the Board of Directors and the Carrollwood Lakes Homeowners Association to rent the Pavilion facility, I/We do hereby agree as follows:

1. I/We shall hold harmless and indemnify the Board and the Carrollwood Lakes Homeowners Association, its successors and assigns, and its officers and directors, both individually and collectively, from and against any and all liabilities, costs, damages, expenses, and attorney's fees or costs of defense resulting from or attributable to any and all acts and omissions of my/our guests, or attendee's person, possessions, or property.
2. I/We accept full responsibility for maintaining the condition of all property (building, furniture, grills, etc.) as originally provided at the time of the pre-event inspection. I/We fully understand that if the property is not in the condition as it was at the time of the pre-event inspection, the security deposit will be forfeited, to the extent necessary to return the facilities to their pre-event condition. In the event damages exceed the total dollar amount of the security deposit, I/We hereby accept full responsibility for the payment of all damages over and above the amount of the security deposit.
3. I/We agree to pay all reasonable costs, attorney's fees, and expenses that shall be incurred by the Carrollwood Lakes Homeowner's Association if legal action is taken to enforce the terms of this Agreement.
4. I/We have read a copy of, and agree to abide by, the "Procedures, Rules, and Regulations of the Carrollwood Lakes Homeowners Association". I/We understand that failure to comply with these Procedures, Rules, and regulations may result in the loss of my/our right to use the Pavilion facility..

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_ CWLHOA Signature: \_\_\_\_\_

**Carrollwood Lakes Homeowner's Association**

The Pavilion is available for rent and may be reserved by the afore-mentioned provided the following Procedures, Rules, and Regulations are observed:

**PROCEDURES:**

1. Individuals interested in renting the Pavilion for private or organizational use must complete an "Application for Use and Rental Agreement".
2. The request must be made with the Management Agent at least two (2) weeks in advance and must be accompanied by the security deposit of \$100 and rental fee of \$100. Cancellations made less than one week prior to the event are subject to a charge of fifty percent of the security deposit. The rental fee must be paid in full **two** weeks before the scheduled event. In case of cancellation made over one week of scheduled rental, the rental fee will be refunded. Partial rental fees will not be refunded due to vacating the premises early. **Requests for rentals made with less than two weeks notice must be paid in full (deposit & rental fee) with money order or cashier's check.**
3. An inspection will be scheduled prior to and following the event; applicants are required to attend.

**Pavilion LIST OF CLEANING CHARGES**

**Please be advised that there is a minimum of \$50.00 fee for ANY cleaning that is necessary, regardless of item cost listed below. Fees owed due to additional cleaning will be due within 72 hours after your rental.**

<u>CLEANING</u>	<u>CHARGES</u>
Sweep / Mop open area	\$60.00
Return furniture to original position	\$30.00
Empty garbage containers or put in large containers	\$20.00
Remove tape from columns or ceiling	\$30.00

**The charges listed above are average process only, if higher cleaning cost or repair is needed, you will be responsible for all final costs and the \$100.00 deposit will be automatically forfeited.**

**Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**The application and all required forms must be executed and signed by an adult who will assume responsibility for the areas.**