

THE OAKS HOMEOWNERS ASSOCIATION, INC.

CLUBHOUSE RESERVATION APPLICATION

Rental Agreement

This Rental Agreement ("Agreement"), is made and entered into between The Oaks Homeowners Association, Inc. ("The Oaks") and _____, having an address of _____ ("Renter") for the lease of the clubhouse (as designated below) located at 395 Redding Rd. Lexington, KY 40517 ("the Property")

Premise and rent

Rental Date: _____ From the time of: _____ to _____

Rental rates

_____ Club House: \$150 per 4-hour block

_____ Political Function: \$200 per 4-hour block

(Maximum of 50 guests)

Additional Costs

_____ \$150 Security deposit (refundable after event).

Renter and guests must be out of the building at the scheduled rental end time, or an additional rental fee of \$60 per hour will be charged. Additional cleaning services are available upon request (pricing varies). Gates can be kept open during the 4-hour block upon request.

Please make checks payable to The Oaks.

Make separate checks for the rental fee and security deposit.

Completed rental application and checks can be dropped off at The Oaks office or mailed to:

The Oaks c/o Assurance Realty & Property Management

3320 Clays Mills Road Suite #108

Lexington, KY 40503

Confirmation

Renter agrees and understands that the verbal or written confirmation of acceptance of this application must be received from the Board of Directors or Management before scheduling the event and inviting guests.

Rules

Renter shall be responsible for any set up or removal of materials, equipment, and/or personal property necessary for Renter's use of the Property. Renter shall remove all materials, equipment, and/or personal property, including decorations, used by Renter; and Renter and its guests and/or invitees shall not damage or deface the Property in any way. **Please do not tape or nail banners, pictures, posters and similar items on the walls. Any damage to the walls will result in automatic loss of Security Deposit. Please do not leave any food or drink in the refrigerator.** NO confetti is permitted. Renter shall be responsible for any damages to any of the Property, including the buildings, equipment, furniture, ect. that may occur as a result of negligence, recklessness, gross negligence and/or intentional acts by Renter and its guests and/or invitees. Renter shall deposit the sum of \$150 (the "Deposit") at the time of this Agreement to ensure compliance with this Agreement.

Compliance or noncompliance shall be determined by inspection by The Oaks Homeowners Association Inc., or its authorized agent. In the case of noncompliance, the cost for replacement of damaged property and/or additional cleaning, including all labor (the "Damages") shall be deducted from the deposit. If Damages exceed the Deposit, Renter shall be responsible for said difference, plus any additional costs or expenses, including attorney fees incurred in collecting said difference.

Furniture & Equipment Available for Use

Clubhouse furniture is included in rental; there are additional fold-out tables and chairs if requested.

Purpose

Renter agrees to not assign this lease nor sublet any part of the premises, and not to permit the premises to be used for any purpose, except for events. (i.e. birthday party, reception, ect.)

Loss Responsibility

Renter shall be responsible for any and all Damages to the Property during the Rental Period. Renter agrees to indemnify and hold harmless The Oaks, its officers, directors, employees, agents, Members, and management company from any and all claims, causes of action, losses, injuries, damages, and/or liabilities of any kind or nature whatsoever for any loss, damage, and/or injury to the property or persons resulting in any manner from the use of the Property by Renter and its guests and/or invitees.

Cancellation

Any cancellation of this Agreement must be made and received by The Oaks at least 7 days before commencement of the Rental Period. If cancellation is not made and received by The Oaks, the owner shall still pay the full Rental Rate, less any applicable fee(s). If cancellation is timely made and received by The Oaks, no cancellation fee will be charged and both rental and deposit will be returned.

Contact

For more information or questions regarding a reservation, please contact Assurance Realty and Property Management by emailing admin@assurancerealtyky.com or calling 859-296-4663.

To be completed by Homeowner:

Renter Name: _____

Signature: _____

Group/Organization Name (if applicable): _____

Address: _____

Phone Number: _____

Email: _____

Date Submitted: _____

To be completed by The Oaks Homeowners Association, Inc.:

Agreement accepted this _____ day of _____, 20____. In witness whereof, the parties have hereunto entered into this Agreement:

Signature: _____

Title: _____

For Office Use Only: Rental Fee____, Cleaning Fee____, Security Deposit____, Add. Total Cost____