

MANORWOOD OWNERS' ASSOCIATION

CLUBHOUSE RENTAL AGREEMENT

Manorwood Clubhouse address: 2716 Manorwood Drive, Puyallup, WA 98374

As a homeowner of property in Manorwood (or a tenant delegated by the owner) desiring to lease the Manorwood Clubhouse for the period of time set forth in the associated Clubhouse Rental Application, I hereby agree to the conditions set forth below.

1. The Clubhouse may be reserved for a private function only by homeowners of Manorwood (or a tenant delegated by the owner) who are in good standing (have all accounts current with no outstanding fees). Reservations are taken on a first-come basis.
2. The Clubhouse is for personal and private use of homeowners of Manorwood (or tenants delegated by homeowners) and may not be used for business or commercial activity.
3. The homeowner (or tenant delegated by the owner) responsible for reserving the Clubhouse must be present at all times during the function and is completely responsible for all guests' behavior.
4. Although your guests may swim, Clubhouse rental does not convey exclusive access to the pool. Other Manorwood owners may use the pool while the Clubhouse is rented.
5. The maximum number of occupants at any function in the Clubhouse may not exceed 75.
6. Full use of the kitchen facilities is included, but renters must bring their own equipment.
7. Guests using the Clubhouse must first park in the Clubhouse parking lot. Overflow parking is permitted on residential streets.
8. Doors of the Clubhouse may be propped open only during transfer of items to and from the parking lot.
9. No pets are permitted in the Clubhouse or pool area.
10. No firearms or weapons may be brought into the Clubhouse or adjacent area.
11. There is no smoking or use of any tobacco products inside the Clubhouse or within 25 feet of any entrance to the Clubhouse.
12. No alcohol may be consumed by anyone under the age of 21. The renter who has reserved the Clubhouse is legally responsible for anyone violating this rule.
13. Decorations are permitted in the Clubhouse. However, they must be temporary and leave no holes, residue, or any damage to the walls or fixtures. Decorations are the responsibility of the renter and must be removed prior to vacating the Clubhouse on the day of rental.
14. Furnishings in the Clubhouse may not be removed from the Clubhouse.
15. Rice, birdseed, or the like are prohibited inside the Clubhouse or in the vicinity of the Clubhouse.
16. The Clubhouse must be cleaned and vacated by the end of the rental period as indicated in the Clubhouse Rental Application.
17. Clubhouse door codes will not unlock the door from 9 p.m. to 6 a.m. The renter should take this into consideration when filling out the rental time on the application, as cleaning should be completed before leaving.
18. A damage deposit of \$75 is required in advance in order to hold the reservation date. A check or money order must be written for the deposit. No cash can be accepted. Make the check/money order payable to JC Higgins & Associates and mail along with a Clubhouse Rental Application and signed Rental Agreement to MOA Clubhouse Rental c/o JC Higgins, PO Box 731029, Puyallup WA 98373

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CLUBHOUSE RENTAL AGREEMENT, CONT.

- 19. The damage deposit will be fully refunded or applied to the homeowner's account for cancellations, but please notify Lorne Martin of JC Higgins as soon as possible in case someone else would like to use the Clubhouse 253-841-0111 ext 107.
- 20. The Clubhouse must be left clean (including necessary vacuuming) and trash must be removed from the premises (not left in the Clubhouse refuse container).
- 21. If the Clubhouse is left neat and clean and no rules were violated, a \$75 check will be mailed to the renter.
- 22. Any fees for damages, lost keys, and/or reasonable clean-up costs will be withheld from the damage deposit. If damage is greater than the amount of the deposit, the HOA may charge the additional expense to the homeowner's account as an assessment. Such costs will be due and payable to the HOA within thirty (30) days after the homeowner receives notice of the amount due. By signing this Agreement, the homeowner agrees that if such amount remains unpaid, it shall become a consensual lien against the homeowner's home, collectible in the same manner as assessments.
- 23. The homeowner assumes full and complete risk and responsibility for any damages to any persons or property during the course of their use of the Clubhouse and other MOA facilities, and hereby releases MOA and JC Higgins & Associates and each of their respective directors, officers, employees of all liability for the same.
- 24. By signing this Agreement, the renter agrees to release, hold harmless and waive MOA and JC Higgins & Associates, as well as its officers, directors, employees, agents, successors in interest or assigns from any liability for property damage, personal injury, or death, which renter and/or guests or vendors may sustain during the use and/or rental of the Clubhouse. Renters shall indemnify, hold harmless and defend MOA and JC Higgins & Associates Property Management, as well as its officers, directors, employees, agents, successors in interest or assigns from and against all claims, lawsuits, litigation, damages, losses and/or expenses, including but not limited to, attorneys' fees and costs, arising out of or resulting from the use and/or leasing of the Clubhouse.
- 25. This Agreement sets forth the entire understanding and agreement of the parties and may not be changed except by a written document signed by both parties. If any provision of this Agreement is held to be illegal or unenforceable, the remaining provisions shall remain in full force and effect. The prevailing party in any litigation to enforce this Agreement shall be entitled to recover reasonable attorneys' fees and costs.

Agreed to this _____ day of _____, 20____ by

Homeowner/Tenant Name: _____ Signature: _____

Address: _____ Phone: _____