

CLUBHOUSE USE AGREEMENT

This Clubhouse Use Agreement (“Agreement”) is entered on the last date below between Taralon Community Association (“Association”) and the persons named below (“Member”):

_____ [Member Name(s)]

_____ [Address]

() _____ [Phone Number]

1. Clubhouse Use. The Association grants the Member the right to use the Clubhouse at the time and for the purpose specified below:

Date: _____

Time: _____ to _____

Event: _____

(No other Community Center facility, including the pool, is available in conjunction with the Clubhouse for exclusive use.)

2. Use Fee and Deposit. Upon execution of this Agreement, the Member must pay to Association a Security Deposit of \$250.00. This Security Deposit, less any charges for cleanup or damage, will be refunded within 15 days after the event. Member will be liable for any damage not covered by the Security Deposit.

3. Insurance Requirement. The Member must provide a copy of either a homeowners’ insurance policy declarations page or other policy information showing that the Member has liability coverage for the Member’s clubhouse use of at least \$100,000.00 per occurrence.

4. Owner Responsibilities. Members must perform all cleanup responsibilities as outlined in the attached Clubhouse Cleaning Checklist. If Members fails to perform these responsibilities, the Association may have the work performed at the Member’s expense. Members and their guests must obey all laws and must not permit any noise or other activities that may disturb residents. In addition, Members and their guests must comply with any other rules and regulations of the Association pertaining to Community Center use.

5. Assumption of Risk. The Association provides the Community Center clubhouse amenity on an “as-is” basis. Members agree to assume all liability for injury, loss, or damage to Members, their guests, or to any persons, goods, materials or property arising out of or in connection with use of their use of the Clubhouse and Community Center.

6. Responsibility for Damage. Member agrees to be responsible for any and all damage to the Clubhouse, Community Center, and their contents, or for any loss by theft, that

occurs during or in any way related to Member's use including, without limitation, any breakage to, or loss of, dishes, kitchenware, or equipment. Member agrees to immediately notify the Association through its community management company about any and all damage or loss that occurs. If Member consists of more than one person, liability and the obligations in this agreement will be joint and several.

7. Indemnification. The Member agrees to **INDEMNIFY, DEFEND, AND HOLD THE RELEASEES HARMLESS** from any and all claims demands, suits, judgments, losses, or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs, and disbursements, whether of in-house or outside counsel, and whether or not an action is brought, on appeal, or otherwise) arising out of or in connection with Clubhouse and Community Center Use.

8. Attorneys' Fees. In the event of any litigation or arbitration concerning this Agreement, the prevailing party will be entitled to recover from the losing party its reasonable attorneys' fees and court or arbitration costs, at trial, on appeal and on any petition for review.

9. No Assignability. The license granted to the Member under this Agreement may not be assigned to any other person.

10. Acknowledgment. By signing this document, I acknowledge and represent that I have read this Agreement, that I understand it, and that I sign it voluntarily as my own free act and deed. I also acknowledge that no oral representations, statements, or inducements, apart from this Agreement, have been made, that I am at least 18 years of age and fully competent, and that I execute this Agreement for full, adequate, and complete consideration and intending to bound by this Agreement.

By: _____
Member

Date

By: _____
Authorized Association Representative

Date