

Windjammer Village of Little River, SC
2200 Little River Drive
Little River, SC 29566
843-249-2460
Fax: 843-280-4840

CLUBHOUSE LEASE AGREEMENT

1. **PARTIES:** This agreement is submitted to the POA Office on _____ (date) between Windjammer Village of Little River Property Owners Association (Owner) and

_____, of Windjammer Village, Little River, SC 29566 (Member). Reservations are restricted to Windjammer Village residents in good standing.

2. **BACKGROUND:** The Windjammer Village Clubhouse is available for use by the Windjammer Village residents in good standing for a period not to exceed six (6) hours and not later than 8 PM. Clubhouse is locked at 10:00pm.

DATE OF FUNCTION: _____

TIME OF FUNCTION: _____ TO _____ (not later than 8 PM)

NATURE OF FUNCTION: _____

NUMBER OF PERSONS ATTENDING: _____

3. **PREMISES:** In consideration of Members agreement to abide by the terms and conditions contained in paragraph 4 and Members covenants contained in paragraph 5, Owner does hereby let unto the Member the Windjammer Village of Little River Clubhouse for the aforementioned date, time and purpose.

4. **TERMS AND CONDITIONS:**

A. Community wide functions take precedence over any private functions in regard to scheduling.

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B. Use of the Clubhouse is restricted to social functions. No sales meetings, benefits for charities, or activities of a similar nature shall be permitted.

C. Only invited guests of Member are permitted in the Clubhouse during the hours of function. A sign will be placed on the door stating 'Private Party' during the hours of function.

D. No kegs of beer shall be permitted in the carpeted area of the building.

E. Parking is restricted to parking areas only. Automobiles of Member or Member's guests found to be parked on areas not designated for automobiles will negate the refund of the deposit referenced in paragraph 5. A request for a gate code to be used by guests entering the Village on the day of the event must be made during office hours prior to the day of the event. The Village gates will not be left open for guests to enter, without just cause. Any damage to the Villages gates caused by guests invited for the event will be the responsibility of the renting member.

F. All regular Clubhouse rules are hereby incorporated by reference; and, if said rules are violated by Member or Member's guests, Member will not be permitted to lease the Clubhouse again for a year.

G. All other amenities, such as the pool, the game room, exercise room and the playground, are not included.

H. The Board of Directors reserves the right to refuse any rental request after review with reason.

5. ADDITIONAL COVENANTS OF MEMBER:

A. At least fifteen (15) days prior to the day of use, two (2) checks must be presented to the Windjammer POA Office in the following amounts:

1. Use of Library only:

Check #1: \$55.00 (\$30.00 donation plus a \$25 cleaning fee both of which are non-refundable)

Check #2: \$75.00 deposit for damage and cleaning, any part of which may be returned.

2. Use of Library and Kitchen:

Check #1: \$65.00 (\$40.00 donation plus a \$25 cleaning fee both of which are non-refundable)

Check #2: \$75.00 deposit for damage and cleaning any part of which may be returned.

3. Use of Clubhouse in whole:

Check #1: \$125.00 (\$100.00 donation plus a \$25 cleaning fee both of which are non-refundable)

Check #2: \$175.00 deposit for damage and cleaning any part of which may be returned.

B. Clubhouse inspections will be done before any event starts and after the clean-up is completed. This inspection will be done by a Board member on a rotational basis. Member shall return the premises to the Owner in the same condition as such premises were at the inspection at the beginning of the function.

C. Premises shall be cleaned and restored to their original condition by the time noted in paragraph 2. All party attendees will be out of the Clubhouse at the aforementioned time. A Board of Directors member will be responsible to inspect the Clubhouse after the function, indicating any damage or misuse of the premise. In case of dispute over the condition of the Clubhouse after a private party, the Board of Directors will be the final arbiter.

D. Member assumes responsibility for any and all losses and/or damages occurring to the Clubhouse and/or its contents caused by the Member and/or any Member's guests, invitees, or any other persons attending the function.

E. Member agrees to hold Owner harmless from any and all claims against the Owner which may result from the function which are not covered by the Member's insurance. Member is to be on premises during entire time of the function.

F. Member, on behalf of himself/herself, themselves and/or any of Member's guests, invitees or any other persons attending the function, releases Owner from responsibility for any articles of personal property lost, stolen or forgotten on the premises and releases Owner from liability for any damage to any parked car.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____ (date).

BOARD MEMBER _____
WINDJAMMER VILLAGE OF LITTLE RIVER POA
on behalf of all property owners.

MEMBER _____ HOME PHONE: _____
POA MEMBER OR RESIDENT CELL PHONE: _____

Revised: 02/14/07
05/18/10
09/17/13
11/15.19