

# Monterra Homeowner's Association Clubhouse Reservation/Rental Form

Event \_\_\_\_\_ Date & Time \_\_\_\_\_

\$ 75 full day

\$ 35 1/2 day (4 hours)

If the rental is cancelled with advance written notice, full rental payments, less postage, will be refunded.

- Occupancy is limited to a maximum of 75 people.
- No Smoking permitted anywhere in the Clubhouse or on the grounds.
- No candles, fires, sparklers, fireworks, or any other type of incendiary device can be used in the Clubhouse or on the property.
- Clubhouse fireplace may not be used.
- The undersigned homeowner must be present during the entire rental.

I, the undersigned Homeowner, acknowledge that I have received, read, understand, and agree to abide by the Monterra Clubhouse Rules and the terms of this Agreement. I agree to be responsible for all activities occurring in the Clubhouse during the Rental period. I, the undersigned Homeowner, also understand that it is my responsibility to supervise all guests invited by me to the Clubhouse and to require them to adhere to all rules and regulations governing the HOA and the Clubhouse.

I, the undersigned Homeowner, on behalf of myself, my heirs, successors and assigns, and on behalf of my guests and invitees, their heirs, successors, and assigns hereby agree to abide by all rules and regulations of the Monterra HOA, the clubhouse rules, and any and all local, county, state and/or federal guidelines, rules and laws that may pertain to my rental of the clubhouse, and agree not to use the clubhouse and it's property for any illegal or improper activities. I acknowledge that failure to abide by these rules or any damages caused to the clubhouse or grounds can result in damage assessments, fines, and restriction of future rentals. I acknowledge that all deposits submitted may be retained by the HOA to apply towards any damages or fines. Retention of such deposits by the HOA will not relieve the undersigned from additional assessments for actual cost to the HOA to correct any damages or fines for rule violations.

Revised 2024/12/1

I, the undersigned Homeowner, on behalf of myself, my heirs, successors and assigns, and on behalf of my guests and invitees, their heirs, successors and assigns hereby release the HOA, it's respective officers, directors, agents, members, successors and assigns from any claims which Homeowner , his or her guests and invites now have or may hereafter have which are related in any way to any loss, damages, or injury that may be sustained in commotion with their use of the Clubhouse and its property or as a result of any activity engaged in while using the Clubhouse and its property.

I, the undersigned Homeowner, on behalf of myself, my heirs, successes and assigns, and on behalf of my guests and invitees, their heirs, successors and assigns hereby agree to indemnify, defend and hold harmless the HOA and its respective officers, directors, agents, members, successors and assigns against any and all claims, demand, damages, costs and expenses, including reasonable attorney fees, arising from or related in any way to our use of the Clubhouse and its property or as a result of any activity engaged in while using the Clubhouse. I recognize and acknowledge that there may be certain risks of personal injury and property damage arising from use of the HOA Clubhouse, and I agree to assume all risk of any injuries, including death, loss or property damage arising from any activities involving use of the clubhouse on behalf of myself, my heirs, successors and assigns, and my guests and invitees and their heirs, successors and assigns. I agree to waive and relinquish all property, and liability claims I may have against the HOA as a result of using the Clubhouse and its property.

Name & Address of Homeowner \_\_\_\_\_

Signature of Homeowner \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Clubhouse Manager Signature \_\_\_\_\_