

Firestone Farms Community Center

Rental Agreement

This rental agreement made and entered into as the day of _____, 20_____, by and between Firestone Farms Homeowners Association, Inc, and Ohio corporation with an office at 125 St. Andrews Drive, Columbiana, Ohio 44408

AND

Residents Name	Residents Address
Phone #	E-mail address

WITNESSETH:

Whereas, Lessor is the operator of a Clubhouse and Pool facilities (the “Clubhouse”) located at 125 St. Andrews Drive in the planed residential community known as Firestone Farms; and

Whereas, Lessee desire to rent the Clubhouse for the temporary use of the Dining area; and

Whereas, on the terms and conditions hereinafter set forth, Lessor is willing to grant Lessee the right and privilege to enter the Premises for the temporary use thereof.

Now, therefore, the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants contained herein, covenant and agreement as follows:

1. Preambles. The preambles recited above are incorporated as if fully rewritten herein.
2. Purpose. Lessor hereby agrees to rent to the Lessee the Clubhouse for the sole and exclusive purpose of hosting a _____. Lessee shall not use the Clubhouse of Room for any other purpose without the prior written consent of Lessor. The rental of the Clubhouse does NOT include the use of the pool, fitness room or public sitting areas.
3. Use Charge. Clubhouse rentals are available to residents who are in good standing and have paid in advance for the rental. If that condition is not met, the Agreement can be cancelled by the Lessor at any time prior to the rental date.
Upon execution of the Agreement, Lessee shall pay to Lessor as consideration for use of the Clubhouse the sum of one hundred dollars (\$100) which represents the “Use charge” and a separate check as the refundable security deposit of two hundred dollars (\$200). The deposit check will not be deposited unless needed, however is required for all reservations for private events to cover potential damage or extraordinary clean-up to the facilities reserved. Lessee agrees that the Use Charge does not limit Lessee-s responsibility to leave the Clubhouse and its surrounding area,

including but not limited to the parking lot, in broom clean condition, free of damage and Lessee shall be liable for any additional or unusual cost(s) of clean-up or damage to the Clubhouse, even if such costs exceed the amount of the security deposit. Activities are confined to within the Clubhouse and tents cannot be drilled into the parking area.

4. Term. The rental shall become effective of the _____ day of _____, 20____ at _____ AM/PM and shall terminate of the _____ day of _____, 20____ at _____ AM/PM. Under no event shall the Lessee be permitted to hold outdoor activities after 11:00 PM.
5. Compliance with the Statues and Policies. Lessee shall comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state and local governments and policies as adopted by the Lessor, applicable to the Clubhouse and its activities, the service of food, beverages and occupancy. The Lessee must be in attendance at the function at all times and failure to be in attendance with result in the forfeiture of your deposit as well as suspension of future privileges.
6. Alcohol. Lessee shall not, under no circumstances sell alcoholic beverages and shall not serve or provide alcoholic beverages to minors or intoxicated persons.

_____ By initialing here, Lessee agrees that alcoholic beverages will not be served to or consumed by minors.

_____ By initialing here, Lessee confirms that alcoholic beverages will be served but in no event be sold by Lessee. If Lessee serves alcoholic beverages, the Lessee hereby acknowledges and accepts its sole liability for injuries or damages caused by or to persons participating in the gathering who consume alcoholic beverages.

Lessee hereby agree to indemnify and hold Lessor harmless against any and all loss, cost, claim, damage, judgement, lien or expense concerning any and all injury and damage to any person or property resulting from or arising out of the consumption of alcohol by any persons.

7. Indemnification. Lessee hereby agrees to at all times indemnify and hold harmless the Lessor, Community Management Group, Inc and Firestone Farms Homeowners Association from and against any and all costs, including attorney's fees, loss, liability, claim, expense or damage incurred or that may be incurred by Lessor as a result of Lessee's use of the Premises. Lessee hereby agrees to pay, discharge or successfully defend against any and all such claims, liens and demands.
8. Insurance. The Lessee certifies that Lessee has in place the following homeowners insurance:

Insurance Company Name: _____

Insurance Policy Number: _____

Policy Effective Date: _____

Policy Expiration Date: _____

9. Condition of the Clubhouse. Prior to the end of the rental term, Lessee shall place the Clubhouse and surrounding area including but not limited to the parking lot in a broom clean condition including placing all trash in the appropriate receptacles. Trash that does not fit in the provided containers must be removed off site.

Under no circumstances shall Lessee affix anything to the walls or ceiling of the Clubhouse, whether by use of nails, screws, tape, adhesive or otherwise.

Please inspect the facilities before use and immediately report any damage or uncleanness through Textidly at 855-525-1672.

This is a nonsmoking facility which also excludes the use of vaping or E-cigarettes.

Maximum occupancy is seventy-five (75) occupants.

10. Miscellaneous. This Agreement sets forth the entire understanding of the parties with respect to the matter set forth herein and may not be changed, modified or amended except in writing signed by all the parties hereto. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio. This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, administrators, successors and assigns insofar as this Agreement and terms created are assignable by the terms hereof. Lessee shall not assign this Agreement, or any of the rights hereunder, without the written consent of Lessor. Any such assignment without Lessor's consent shall be null and void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement as of the day and year first above written.

LESSOR:

Firestone Farms Homeowners Association, Inc.

By: _____

LESSEE:

PLEASE RETURN CONTRACT AND CHECKS TO:

FIRESTONE FARMS HOMEOWNERS' ASSOCIATION, 125 ST. ANDREWS DR, COLUMBIANA, OH 44408