

**SOUTHWOOD NEIGHBORHOOD ASSOCIATION  
CLUBHOUSE RENTAL AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (the “Renter”), and Southwood Neighborhood Association (the “Association”), collectively referred to as the “Parties”.

NOW, THEREFORE, in consideration of the efforts and services of the Renter, the mutual obligations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the Association hereby grants Renter the exclusive right to access and make personal use of the Clubhouse, together with its standard installed fixtures and furnishings, on the dates and times listed below upon the terms and conditions stated herein, and the Association hereby acknowledges, understands, and agrees as follows:

1. **Term.** Renter will have access to the Clubhouse as of \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_, 20\_\_\_\_, and this access will end as of \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_, 20\_\_\_\_ (the “Term”), unless early arrival or late departure is approved by the Association in writing, at additional cost to the Renter.
2. **Payment.** The rental rate is \$ \_\_\_\_\_ for the Term of this agreement. Renter accepts financial responsibility for the full Term of the Agreement, regardless of whether the Clubhouse is occupied for the full Term or at all. Acceptance by the Association of any payment shall not constitute a waiver of the Association’s right to terminate the Agreement and/or claim any damages.
3. **Responsibility for Damage.** Renter will be solely responsible for any damage, defacement or loss within the Clubhouse facility, fixtures or appliances, or on the Clubhouse premises during the Term of this Agreement. Renter will be fully responsible for the conduct of Renter’s guests, visitors and invitees (“Guests”), including without limitation, harm to individuals or damage or defacement of any part of the Clubhouse or its fixtures, or property of third parties by such Guests. This includes any damages to the property owned by the Association outside of the Clubhouse, such as the green space or parking area.
4. **Prohibitions.** Firearms, weapons, explosives or illegal drugs of any kind are strictly prohibited anywhere on or about the Clubhouse premises. No open flame cooking or heating device may be stored or used on the Clubhouse premises except on the ground at least 25 feet from any building. Renter will, and will causes Guests to: (a) comply with all federal, state, and city laws, ordinances and/or regulations, including without limitation those relating to the consumption of alcoholic beverages; (b) not act in any way that endangers the Clubhouse or the safety of any person, or that is intended to facilitate criminal activity; (c) not engage in disruptive behavior or invade the peace or privacy of the surrounding properties; (d) not place or keep any trash outside of the Clubhouse (e) not tamper or interfere with smoke detectors, sprinklers or fire alarms; (f) not injure the reputation of the Association or its residents; (g) not engage in any activity which interferes with or decreases the use and enjoyment of surrounding properties by residents; and (h) otherwise obey all Rules and Regulations applicable to the Clubhouse. Any single violation

of any of the foregoing will be considered a material breach of this Agreement and will be good cause for immediate termination of the Agreement with all charges due.

5. **Assumption of Risks; Liability.** Renter ASSUMES ALL RISKS associated with use of the Clubhouse, and to the full extent permitted by law, agrees to hold harmless, release, defend and indemnify the Association and its affiliates, members, partners, officers, and agents (“Released Parties”) from all loss, liability and/or claims for injury or death to persons or damage or theft to property arising in whole or in part from: (i) the negligent acts, omissions or intentional wrongdoing of Renter or Renter’s Guests; or (ii) the use, occupancy, presence at or other interaction with the Clubhouse or any part or contents thereof by Renter or Renter’s Guests, including without limitation those injuries and damages caused by a Released Party’s breach of any express or implied warranty. The Released Parties will not be liable for injury, damage or loss caused by criminal conduct of other persons, including theft, assault, vandalism or other acts of third parties. Renter agrees to indemnify each Released Party for any injuries to Renter or any Guest or other person on property that arises in connection with occupancy or use by the Renter or any Guest of Renter. Renter further agrees to reimburse, indemnify and hold harmless Released Parties from any and all claims, lawsuits, actions, costs, damages (including liquidated damages as specified) or losses, including reasonable attorney’s fees and costs and expenses (to the extent permitted by law), that a Renter incurs or may incur as a result of any breach of this Agreement by Renter. The foregoing paragraph will be binding to the fullest extent permitted by law.
6. **Safety Precautions.** Renter acknowledges that neither the Association nor any of its agents, officers or representatives has made any representations or warranties, either written or oral, concerning the safety of the Clubhouse property, or the effectiveness or operability of any security devices or security measures on the property. Renter acknowledges that Association neither warrants nor guarantees the safety or security of Renter or Renter’s Guests against any criminal or wrongful acts of third parties.
7. **Vacating at End of Term.** Upon expiration of the Term of this Agreement, Renter will immediately vacate and relinquish the Clubhouse space and all of the Associations fixtures, appliances and furnishings, in a clean and sanitary condition, including removing all trash. The Renter is responsible for following and completing the Cleanup Checklist, provided separately. If Renter fails to vacate the Clubhouse property by the end of the Term or upon earlier termination of the Agreement, the Association may charge an additional fee of \$ [REDACTED] per hour.
8. **Security Deposit.** As security for Renter’s full performance of this Agreement, Renter will deposit with the Association the Security Deposit in the amount of \$ [REDACTED]. When the Term is ended and the Renter has properly vacated the Clubhouse property, the Security Deposit balance will be refunded to Renter, less any amounts due under this Agreement, including any charges (including labor cost) for damage, defacement or loss and any cost of special cleaning. The Association’s retention of part or all of the Security Deposit will not limit the Association’s right to all damages resulting from the Renter’s breach of the

Agreement. The Association will return any unused portion of the Security Deposit to Renter within **14 days** after the expiration or termination of this Agreement.

9. **Additional Damages**. The Renter shall provide credit card information to the Association for the purpose of assessing any damages incurred in excess of the dollar amount of the Security Deposit. If the cost to repair damages, loss or any special cleaning exceeds the dollar amount of the Security Deposit, Renter hereby agrees and authorizes the Association to charge such reasonable amount as is required to repair such damages, to the credit card provided.
  
10. **Claims**. All claims, including without limitation claims for injury and/or death, will be governed by the internal laws of the State of Nebraska with respect to contracts made and events occurring herein, and that exclusive jurisdiction will be in the courts of Lancaster County, Nebraska. If the Association brings an action against Renter for breach or other enforcement of this agreement, Association may recover all costs or fees incurred in connection with such matter, including reasonable attorney's fees (to the extent permitted by law), as part of any judgment, in accordance with applicable law.
  
11. **Miscellaneous**. Failure of Association to insist upon strict compliance with the terms of this Agreement will not constitute a waiver of Association's rights to act on any violation. Association's rights are cumulative and the exercise of any remedy by Association will not exclude or waive the right to exercise any other right or remedy. This Agreement and any attached and signed addenda constitute the entire agreement between the parties and no oral statements will be binding. If any provision of this Agreement is found to be unenforceable or inapplicable, then the remaining provisions will not be voided and will remain in full force and effect.

Applicant Name(s): \_\_\_\_\_

Applicant Address: \_\_\_\_\_

Applicant Phone: \_\_\_\_\_

Date Reserved: \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

Rental Fee Received: \$ \_\_\_\_\_ Security Deposit Received: \$ \_\_\_\_\_

I/We accept full responsibility for maintaining the condition of all property (building, carpeting, furniture, appliances, etc.) as originally provided at the time of the rental. I/We fully understand that if the property is not in the same condition as it was at the time of the start of the rental, the Security Deposit will be forfeited to the extent necessary to return the Clubhouse to its pre-rental condition. If the damages exceed the total dollar amount of the security deposit, I/We hereby accept full liability for the payment of all damages over and above the amount of the security deposit, and

hereby authorize the Southwood Neighborhood Association to charge such amount to the credit card provided at the time of rental.

I/We have received a copy of, and agree to abide by the Rules and Regulations of Southwood Neighborhood Association concerning the Clubhouse. I/We understand that failure to comply with these Rules and Regulations may result in the loss of my/our right to use the Clubhouse.

\_\_\_\_\_  
Renter

\_\_\_\_\_  
Date

\_\_\_\_\_  
Renter

\_\_\_\_\_  
Date

\_\_\_\_\_  
Southwood Neighborhood Association

\_\_\_\_\_  
Date

**Southwood Neighborhood Association**  
**Rules and Regulations**

The Renter must be present at the Clubhouse at all times during the Term of the rental.

The Renter is responsible for the conduct of the Renter's Guests and is liable for all damages to the Clubhouse. The security deposit may be forfeited for damages to the Clubhouse up to the amount of the deposit and any excess damage costs are the responsibility of the Renter, and may be charged to the credit card provided at the time of reservation.

The Clubhouse is rented "furnished" and none of the appliances or furnishings are to be removed from the Clubhouse without prior approval of a Southwood Neighborhood Association representative.

To comply with fire safety rules, all doors of the Clubhouse must remain unlocked during the event. All exits must remain clear of obstruction at all times. Decorations may not be attached to the walls, doors, windows, sprinklers or ceilings.

Music must be kept at a moderate level. The Clubhouse windows and doors must remain closed. Music is not allowed outside.

The maximum number of people in attendance at one time during an event must not exceed \_\_\_\_.

NO alcoholic beverages may be consumed outside on the Clubhouse property. Alcohol must not be served to minors. The Association reserves the right to end the event if alcohol is used in an inappropriate or illegal way.

NO pets are allowed inside the Clubhouse.

NO smoking is allowed inside the Clubhouse or outside on the Clubhouse property.

NO parking in front of mailboxes, driveways or on the grass. Renter and Guests are to park in \_\_\_\_  
\_\_\_\_\_.

**Southwood Neighborhood Association**  
**Clubhouse Cleanup Checklist**

The Renter shall be responsible for cleanup of the Clubhouse and premises at the end of the rental Term. Cleanup shall include, but is not necessarily limited to the following:

1. All areas must be returned to pre-rental condition. This includes the entire interior of the Clubhouse as well as the outside parking lot and surrounding areas.
2. All carpeting must be vacuumed, and all other floors must be swept.
3. All countertops, tables, and sinks must be wiped clean.
4. All bathrooms must be cleared of trash and debris, and surfaces wiped clean.
5. All furniture must be returned to its pre-event location.
6. Any food, beverages, ice, etc. stored by homeowner in the refrigerator must be removed.
7. Pick up all trash and debris and place in designated receptacles/remove from the premises.
8. Check thermostat. NOTE: During the winter months, the heat should be left at \_\_\_ degrees to prevent freezing and during the summer months the air conditioner should be left at \_\_\_ degrees.
9. Turn off all lights.
10. Lock all doors.

Any damages caused by the Renter or the Renter's Guests during the rental period or failure to clean the clubhouse will result in damage charges and/or cleaning fees being applied to the credit card provided at the time of reservation.