

Name: EXAMPLE Name Phone# Mob-ile-Phon

Email address: Rental documents will be emailed to you for you to print, sign, and return

Rental Date: Check the Rental Availabilty Calendar on the website clubat12oaks.com

Facility Use: Main Level Only__ Lower Level Only __ Whole Building __

Rental Rate: \$__ + SalesTax __ = Total Amount Due __ (Rental Fees are posted on Website)

Damage Deposit: \$_____ Check# _____

__ ** Self-cleaning (Use the Cleanup Checklist) OR __ Paying for Cleaning Service

** If Self-cleaning, you are responsible for taking all the trash or pay an extra \$50 fee.

This is Only a Sample Rental AGREEMENT

THIS AGREEMENT ("*Agreement*") is made and entered into by and between **THE CLUB AT TWELVE OAKS, INC.** ("*Club*") and _____ ("*Sponsor*") as of the **## day of month, year.**

WHEREAS, Sponsor desires to hold an event in that certain club house located at 179 Oak Valley Court Mt. Washington, Kentucky 40047 ("*Clubhouse*") for purposes of hosting a party, meeting, or other lawful event, and Club desires to lease the Clubhouse to Sponsor for such lawful purpose; and NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, Club and Sponsor hereby agree as follows:

1. Club and Sponsor desire to enter into this agreement permitting Sponsor to occupy and use the Clubhouse for a specific limited period of time, all under the terms and conditions set forth herein.
2. Upon the terms and conditions hereinafter set forth, Club does hereby permit Sponsor use and occupancy of the Clubhouse, and Sponsor does hereby agree to use the Clubhouse only for the purpose of _____, and for no other purpose or purposes without the prior written consent of Club.
3. Sponsor's use of the Clubhouse shall commence **at time of day on day of the week, the ## day of month, year, and shall terminate at time of day** (no later than 10 pm) on the same day.
4. Sponsor **agrees to pay the amount of \$_____** for use of the Clubhouse during the period of time described in paragraph 3 herein, which amount shall be paid in full upon the execution of this Agreement.
5. Sponsor acknowledges that, prior to taking possession of the Clubhouse, he/she/it will have examined and inspected the Clubhouse and accepts the Clubhouse in its existing condition, with any and all faults contained therein. Sponsor shall return the Clubhouse to the Club at the expiration or termination of the time period set forth in paragraph 3 herein in the same condition as was the Clubhouse at the time Sponsor took possession and in good and rentable condition. in this regard, Sponsor shall be liable for any and all repairs to the Clubhouse which Club, in its sole discretion, determines are necessary as a result of Sponsor's use of the Clubhouse, and Sponsor shall pay to Club any and all invoices (in full) related thereto immediately upon presentment by Club.
6. Sponsor may not, under any circumstances, make any alterations, additions, substitutions, or improvements to the clubhouse during its use of the Clubhouse.
7. Sponsor shall use and occupy the Clubhouse in a prudent and careful manner and shall reimburse the Club for any and all damage to the Clubhouse.
8. Sponsor shall not perform any acts or carry on any practices which may injure the Clubhouse or commit waste of same.
9. Club shall have the right to enter the Clubhouse for any purpose and at any time, and Club need not provide any advance notice to sponsor regarding the same.

10. Club may promulgate other rules and regulations governing the use by Sponsor of the Clubhouse, and these rules shall bind Sponsor as a covenant of this Agreement and shall be deemed incorporated herein by reference as if set forth herein in their entirety.
11. Any other provision of this Agreement notwithstanding, Sponsor shall obtain and maintain during the term of its use and occupancy of the Clubhouse, all permits and/or licenses required and necessary for Sponsor's use of the Clubhouse and Sponsor shall comply with all laws, statutes, ordinances, rules, or regulations relating thereto.
12. Sponsor shall obey, observe, and promptly comply with all present and future laws, ordinances, rules, regulations, orders, and requirements of any and all federal, state, or local governmental authorities or agencies with respect to the Clubhouse, and the uses thereof.
13. Sponsor shall not, without Club's prior written consent, keep anything within, or use, the Clubhouse for any purpose which increases insurance premium costs or invalidates any insurance policy carried on all or any portion of the Clubhouse.
14. Sponsor shall, at its own expense, utilize the Clubhouse so as to comply with all rules, orders, regulations, or requirements of the National Fire Prevention Association. If any use of the Clubhouse by Sponsor increases the rate for any type of insurance (with extended coverage) on the Clubhouse or invalidates any insurance policy carried on all or any portion of the Clubhouse, Sponsor shall reimburse Club for that part of the insurance premiums thereafter paid by Club which shall have been charged because of such use by Sponsor, and Sponsor shall make the reimbursement upon demand by Club.
15. Sponsor shall comply with all standards of the State Fire Marshal and any local Fire Marshal or Division of Fire Prevention with respect to the use made of the Clubhouse, and shall not bring in or onto the Clubhouse any explosives or articles deemed hazardous on account of fire or otherwise. Sponsor, in the use of the Clubhouse, shall comply with all other applicable laws, federal, state, local, and municipal, and with all legal rules, regulations, orders, and requirements of any public authority or administrative body.
16. Sponsor acknowledges that the parking lot(s) surrounding the Clubhouse are shared by numerous persons. In this regard, Sponsor shall be respectful of the needs of others with regard to their common usage of the parking lot(s). Under no condition shall the Sponsor or its guests be permitted to perform mechanical repairs on vehicles parked in any lot and no vehicles shall be allowed to be parked overnight if unattended.
17. During Sponsor's use of the Clubhouse, Club shall (if so desired by Club) maintain fire and extended coverage insurance, covering the ownership and interest of Club in the Clubhouse against loss or damage by fire and against loss or damage by other "extended coverage" risks.
18. During Sponsor's use of the Clubhouse, Club shall (if so desired by Club) maintain comprehensive public liability insurance and/or property damage insurance for itself and any persons in or about the Clubhouse.
19. Sponsor shall be solely responsible for insuring and hereby assumes all risk of loss with respect to any contents placed in the Clubhouse by Sponsor.
20. In the event Club determines, in its sole discretion, that Sponsor has failed or is failing to keep and perform any of its agreements and obligations herein contained, Sponsor shall be deemed to be in default of this Agreement and Club may, at its sole discretion, (i) terminate Sponsor's use of the Clubhouse; (ii) immediately repossess the Clubhouse by any lawful means; and (iii) recover as damages any and all amounts necessary to compensate Club for all damages proximately caused by Sponsor's failure to perform his/her/its obligations under this Agreement. Notwithstanding any other provision herein to the contrary, Club shall have no duty to mitigate its damages whatsoever.

21. Upon cessation of Sponsors use of the Clubhouse, whether by expiration of the time period set forth in paragraph 3 of this Agreement, Sponsor shall immediately remove all personal property belonging to Sponsor from the Clubhouse, and vacate and return possession of the Clubhouse to the Club. If Sponsor neglects or refuses to remove all personal property belonging to Sponsor from the Clubhouse as herein required, Club may, at its option, remove same or any part thereof and store such property so removed without liability to Sponsor for the loss thereof. In this regard, Sponsor shall pay Club for any and all expenses incurred in removing and storing said effects; or Club may, at its option and with notice to Sponsor, sell said effects or any of them for such price as Club deems best, and apply the proceeds of such sale to the payment of any amounts due Club from Sponsor under this Agreement, including the cost of removing, storing, or selling said effects.
22. Any termination or expiration of this Agreement shall not otherwise affect or impair any claim of any party against another.
23. The failure of either party to insist upon a strict performance of any of the covenants or conditions of this Agreement, or to declare a forfeiture for any violation thereof, or to exercise any option conferred on it hereunder shall not be construed as a waiver or relinquishment for the future of its right to insist upon a strict compliance with all the covenants, agreements, and conditions hereof, or its right to exercise said options, or to declare a forfeiture for the violation of such condition or agreement if the violation be continued or repeated.
24. The rights and remedies of either party under this Agreement shall be cumulative and shall not exclude any other rights and remedies allowed by law.
25. Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Club and Sponsor and their respective heirs, legal representatives, successors, and assigns; provided that this Agreement shall not inure to the benefit of any successor of any Sponsor except as provided in this Agreement.
26. If any provision or clause of this Agreement or application thereof is held invalid by act of any Court or legislature, such invalidity shall not affect the provisions or applications of this Agreement which may be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are to be construed as severable.
27. It is expressly understood and agreed by and between the parties that this Agreement sets forth all the promises, agreements, conditions, and understandings between the parties relative to the Clubhouse, and that there are no other promises, agreements, conditions, or understandings, either oral or written, between the parties other than those set forth herein. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by them.
28. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky.
29. If either of the parties fails to take action for any violation of this Agreement, such failure shall not constitute a waiver or estoppel as to said violation, but it shall have the right to enforce or take such action for any prior violation or future violation without being subjected to the defense of waiver or estoppel.
30. This Agreement may be executed in two (2) or more separate counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
31. In order to avoid delays and minimize expenses, all of the parties each hereby knowingly, voluntarily and intentionally WAIVE ANY RIGHT TO TRIAL BY JURY with respect to any claim, demand, action or cause of action arising out of, under or in connection with this Agreement, whether now existing or hereafter arising and whether sounding in tort, contract or otherwise, and each of the parties hereby agrees and consents that any such claim, demand, action or cause of action shall be decided by a

court trial without a jury, and that a copy of this Agreement may be filed with the court as evidence of the consent of the parties to the waiver of their right to trial by jury.

32. This Agreement Is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person or entity shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.
33. If rental for the pool is included in this agreement then one lifeguard must be provided at the expense of the sponsor.

Due to Twelve Oaks restrictions
PLEASE DO NOT PLACE DIRECTIONAL SIGNS, BALLOONS,
ETC

in the neighborhood. In doing so, you could be subject to a \$50 fee. Directional signs are at islands giving directions to The Club (at the bottom of each sign.) Thank you.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

THE CLUB AT TWELVE OAKS, INC. ("Club")

clubat12oaks.com

Beverly Bowman

502.472.1288

clubat12oaks@gmail.com

Rental Chair, The Club at 12 Oaks

“Sponsor”

Name: Printed Name

Signature: _____