

Cape Haze Community Center Use
Rules and Regulations

Application/Agreement for use of Cape Haze Community Center

Name of Member/User _____

Address _____

Phone Number _____

Email Address _____

Please describe Purpose of the event:

Enter the dates and times you would like to use the Cape Haze Community Center:

Number of CHPOA member attendees _____ **Non-member attendees** _____

I _____ agree to be responsible for the condition of the Cape Haze Community Center facility and after I have used it on the above date I will leave it in the same clean condition in which I found it. I agree to be wholly responsible for the actions of all of my guests and will provide payment for repair, replacement, or cleaning necessitated by negligence and/or willful acts of my guests or myself. I understand that the community center is a smoke-free facility.

Further, I agree to defend, indemnify and hold harmless Cape Haze Property Owners Association, Inc., its Board of Directors and volunteers against all liabilities and expenses including, without limitation, attorney's fees or court costs related to any loss, damage or personal injury arising from the above identified event.

I understand all of the terms and conditions in this agreement and the attached Rules and Regulations as indicated by my signature below.

Printed name of User _____

Signature _____ **Date** _____

HOA Signature/Title _____ **Date** _____

**Cape Haze Community Center Use
Rules and Regulations Hold Harmless Agreement**

1. **User shall not use the premises for any unlawful purpose for any reason.**
2. **User shall not use the premises for any unlawful purpose for any reason.**
3. **No disturbing noises shall be made or any act committed which interferes with the rights, comforts or convenience of the other property owners of the community.**
4. **User agrees to assume full responsibility for their own conduct and that of his/her guests and will inform them of CHPOA's Rules and Regulations.**
5. **User agrees to assume full responsibility for any damage to the building, furniture, and equipment, including appliances, whether incurred by renter or invited guests. User shall be billed for all damages.**
6. **Use of alcoholic beverages shall be in accordance with State and local laws which, among other things, prohibit consumption by individuals under 21 years of age.**
7. **User agrees to abide by the Rules and Regulations contained in this application. Should any breach of these Rules and Regulations occur, in the judgment of CHPOA, this Agreement shall be terminated by CHPOA in its sole and absolute discretion.**
8. **User agrees to use the Community Center during the agreed hours stated above and leave all doors unlocked at all times. CHPOA has the right to enter at any time. User agrees to leave the facilities clean and trash free after use. Any furniture, if moved, must be returned to original position and any decorations taken down.**
9. **User agrees to remove all personal property after use of the Community Center. Any items left after use will be considered abandoned. CHPOA is not responsible for loss of any personal effects.**
10. **It is understood that the user agrees to indemnify Cape Haze Property Owners Association, Inc., its directors, officers, agents and employees, and save them from and against any and all liability, damage, expense, cause of action, suits, claims or judgments arising from injury to person or property occurring in or about the premises and upon adjoining sidewalks, streets or ways which may arise from CHPOA's ownership of the premises from any action or omission of the Renter, its agents, employees, invitees, or licenses, or from any cause whatsoever.**

Printed name of User _____

Date _____ JAN. 2019

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HOA Signature/Title _____

Date _____