

LONG COVE HOMEOWNERS' ASSOCIATION
c/o Stonegate Property Management
431 Ohio Pike, Suite 210
Cincinnati, Ohio 45255
(513) 528-3990 Phone
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LONG COVE COMMUNITY CLUBHOUSE RENTAL AGREEMENT

Member Name:	_____	Home Telephone:	_____
Address:	_____	Other Telephone:	_____
	_____	Time of Function:	_____
Date of Function:	_____	# of Guests:	_____
Type of Function:	_____		_____
	(Commercial Use Not Permitted)		(Max. of 100))

TERMS

Subject to the terms, provisions and conditions set forth below, the Long Cove Homeowners' Association, Inc. (the "Association") and the above listed Member ("Member") agree as follows:

1. The Association hereby agrees to lease, demise and let to Members/Residents only, on an exclusive basis, the clubhouse facilities located at 5500 Winding Cape Way, Mason, Ohio, which facilities are limited to the use of the community room, conference room, kiddie room, kitchen and restrooms located in the Long Cove clubhouse ("Clubhouse Facilities") for the purpose of the function detailed above ("Function"). The marketing offices, lower level locker rooms, the fitness center and the pool facility are not included in the Clubhouse Facilities covered by this Agreement. The clubhouse facilities form part of the Long Cove Community Center ("Community Center").
2. **The Member must pay the Association the applicable \$100 non-refundable reservation fee and \$400 rental fee upon execution of the Rental Agreement. The rental fee, at a minimum, covers the expenses of the Association for provision of a security guard, utilities, cleaning, etc.**
3. **The Member must provide the Association the applicable security deposit of \$1,000 upon execution of the Rental Agreement. The checks must come from the homeowner.**
4. Members may be denied use of the Clubhouse Facilities for any of the following reasons: Delinquency in payment of Association fees, history of damage to the Clubhouse Facilities, history of violation(s) concerning the rules and regulations governing the use of the Community Center, Clubhouse Facilities or other Common Areas in Long Cove, or other reasons deemed substantial by the Board of Trustees.
5. Use of the Clubhouse Facilities by any person under twenty-one (21) years of age must be supervised by an adult resident of Long Cove (21 years old or older). A minimum ratio of one (1) adult to eight (8) persons under age twenty-one (21) is required.
6. The Member must be present for the duration of the Function for which the Clubhouse Facilities have been rented under this Agreement.
7. Rental of the Clubhouse Facilities may not extend beyond 12 midnight.
8. The Association is not responsible for loss or damage to personal property of, or injury to, Member or their guests.

9. No furnishings, equipment or other belongings of the Association shall be removed from the Clubhouse Facilities.
10. No loud music, boisterous play or use of profanity is allowed at any time during the Function.
11. Food supplies, waste and trash shall not be left at the Clubhouse Facilities. Clean up shall be performed immediately after the use of the kitchen and the Clubhouse Facilities and shall be completed by 12:00 midnight on the day of the Function. All trash is to be placed in the Association's trash containers located outdoors on the lower level at the south end of the clubhouse. In the event that the Association's trash containers cannot accommodate the waste, the Member is responsible for trash removal off the premises.
12. The Member shall oversee the use of the kitchen to insure that fire safety procedures are maintained during the Function.
13. If a caterer or any other outside help is employed for food and/or beverage, they shall be employed as an independent contractor and shall sign a waiver releasing the Association from all liability. A caterer or any other outside help of any kind shall be the responsibility of the Member and shall not be the responsibility of the Association, its officers, directors, or agents.
14. All Member and guests' vehicles must be properly parked in the clubhouse parking lot or on the street where designated. These areas are to be cleaned of any Function related debris immediately following the function. Any vehicles improperly parked may be towed at the Members' expense. It is the responsibility of the Member to inform guests where to park.
15. No smoking permitted inside the Clubhouse Facilities.
16. No pets are permitted inside the Clubhouse Facilities or on the Community Center property.
17. Pools, canoes and kayaks are not available for use during the Function.
18. No fireworks, firearms or illegal drugs are permitted in the Clubhouse Facilities or on the Community Center property.
19. Member shall not use or permit any portion of the Clubhouse Facilities or Community Center to be used for any purpose which is unlawful, disreputable or deemed to be extra-hazardous on account of fire or other hazards, or permit any activity which would in any way increase the rate of fire or liability or any other insurance coverage on the Clubhouse Facilities or Community Center and/or its contents, and shall immediately cease and desist any such activity upon notice from the Association.
20. Member and their guests shall comply with all laws, ordinances, orders, rules and regulations (of state, federal, municipal and other agencies or bodies having any jurisdiction thereof) relating to the use of the Clubhouse Facilities, including, without limitation, all laws, rules, regulations and other ordinances relating to the sale and consumption of liquor in the Clubhouse Facilities.
21. Alcohol is not permitted to be sold during the Function.
22. The Member shall complete, sign and return to the Association the Association's inventory list of items located in the Clubhouse Facility indicating the condition of such items prior to the commencement of the Function.
23. The payment of the Security Deposit by Member shall not relieve the Member of the responsibility of repairs, replacements or liabilities for damage to the Clubhouse Facilities. If clean up is made satisfactorily by the Member and no additional expenses are incurred by the Association, the full Security Deposit will be returned. If clean up, repairs or other costs exceed the Security Deposit the Member shall be billed for the total balance.
24. The Association shall hire a security guard who will be present for and during the Function. The Security Guard will have the authority to prohibit any activity from occurring in the

Clubhouse Facilities which he deems inappropriate, and shall be empowered to report any behavior inconsistent with this Rental Agreement to the Association or the applicable authorities. The Association shall have the authority to waive the requirement for a Security Guard to attend the Function, in its sole discretion. The Association may elect to waive the Security Guard requirement if Long Cove marketing personnel have advised that they intend to attend the Function and no Security Guard is required.

25. The Association and or its agents and representatives shall have the right to enter the Clubhouse Facilities at any time to inspect the same. In addition, Member acknowledges and agrees that the Association's administrative and security personnel shall be entitled to enter the Clubhouse Facilities for any reason or no reason.
26. The Member acknowledges the residential character and nature of the surrounding neighborhood and the Member shall conduct their Function and control their guests in such manner as not to create any nuisance, or interfere with, annoy or disturb any of the residents of the surrounding neighborhood.
27. All guests of the Member are bound by these rules. Any fines or damages caused as a result of the Function shall be the responsibility of the host Member.
28. If default shall be made in the payment of any sum to be paid under this Rental Agreement or default shall be made in the performance of any of the other covenants or conditions which Member is required to observe and perform, the Association shall have the right, in addition to all other rights and remedies provided at law or in equity, to immediately terminate this Rental Agreement and the Association shall be entitled to recover monetary damages for any damage to the Clubhouse Facilities.
29. The use of the Clubhouse Facilities shall be subject to the rules and regulations attached as Exhibit "A" hereto.

MEMBER:

ASSOCIATION:

Long Cove Homeowners' Association, Inc.

Signature: _____

By: _____

Managing Agent

Printed Name: _____

Stonegate Property Management, Inc.

Address: _____

Date: _____

Date: _____

HOLD HARMLESS AND INDEMNITY AGREEMENT

This Hold Harmless and Indemnity Agreement (“Agreement”) is entered into this . day of _____, _____ and is being offered to the Long Cove Homeowners’ Association, Inc. (the “Association”) by _____ (the “Member”), under the following circumstances:

WHEREAS, the Association is the entity responsible for the common areas of Long Cove Subdivision (the “Subdivision”), including the clubhouse and related facilities (the “Clubhouse Facilities”);

WHEREAS, the Member is the owner of a lot within the Subdivision and a member of the Association pursuant to the Declaration for the Subdivision as recorded in the Warren County Recorder’s Office; and

WHEREAS, the Member hereby desires to use the Clubhouse Facilities, but is employing a caterer or any other outside help for food and beverage service that are not employees of the Association.

NOW THEREFORE, the Member hereby states as follows:

1. The Member hereby agrees to hold harmless and indemnify the Association, its successors, assigns, employees and other members from and against any and all loss, claim, cause of action, damage or liability arising from the use of the Association’s Clubhouse Facilities within the Subdivision whereby a caterer or any other outside help is employed for food and/or beverage services. The Member shall hire said individuals as independent contractors and the Member shall be responsible for all actions of those hired.

Member:
