

STRAWBERRY HILL RECREATION ASSOCIATION, INC. (“SHRA”)

CLUBHOUSE RENTAL AGREEMENT

(Rental of the Pool is separate – Pool Rental Agreement required)

<http://www.landenshra.com>

Rental Availability: Generally, reservations for the Clubhouse are first-come, first-served, subject to SHRA functions and holidays, and ultimately the sole discretion of the SHRA Board of Trustees. Any conflicts concerning rental requests shall be resolved by, and subject to the sole discretion of, the SHRA Board of Trustees.

In consideration of being permitted to rent the SHRA Clubhouse for private use, the undersigned resident and member of SHRA (“SHRA member”) hereby agrees to all of the following terms and conditions:

1. SHRA member shall submit a non-refundable fee of Thirty Dollars (\$30.00) for rental, in addition to this signed rental agreement, at least ____days in advance of requested rental date. Make check payable to Strawberry Hill Recreation Association or SHRA. If the pool is to be used during normal pool operating hours, the SHRA member may be required to hire, at SHRA member’s expense, an additional certified lifeguard. A “Pool Party Request Form” intended for use in hiring a certified lifeguard shall be submitted to the pool management company, SwimSafe (513-755-7075), at least 1 week prior to the event. No pool privileges come with the reservation of the clubhouse. (That is, No Usage of pool by renter or guests of clubhouse events)
2. SHRA member shall submit a security deposit of One Hundred Dollars (\$100.00) at least ____days in advance of requested rental date. Make check payable to Strawberry Hill Recreation Association or SHRA. The security deposit will be refunded in full if, after inspection of the premises, the Clubhouse facilities and surrounding premises are in the same condition as prior to the rental. Costs incurred by SHRA for clean-up, repair, replacement or damages expenses of any type shall be deducted from the security deposit. SHRA member liabilities for such costs are not limited to the amount of the security deposit. SHRA member shall be responsible for damages that occur to the Clubhouse during the entire period the SHRA member retains possession of the Clubhouse key.
3. Upon confirmation of the availability of the requested rental date and receipt of the fee, security deposit, and signed rental agreement, the SHRA will receive the Clubhouse key within _____ days/hours prior to the scheduled event. The key must be returned to the SHRA Board rental agent by end of the next day following the event.
4. SHRA member will comply with, and will ensure that all guests of the SHRA member in attendance at the Clubhouse will comply with, all of the “**General Rules For Use of the Clubhouse**,” attached hereto and incorporated by reference.
5. Alcohol. The undersigned further agrees that no alcoholic beverage of any sort will be served to any minor or intoxicated person. The undersigned agrees to be fully responsible for all accidents or claims that may arise as a result of any accident, injury, or damage to person or property during the time that the undersigned has the Clubhouse rented. The undersigned understands that Alcohol CANNOT be sold on SHRA Property
6. Ohio host/liquor laws. The undersigned understands that under Ohio law, a host of any social event or business function where alcoholic beverages are served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from the host's negligence in allowing any intoxicated guest or attendee to be served alcohol. Such liability may include harm to the intoxicated individual himself and also harm to total strangers involved in automobile accidents, etc. caused by that intoxicated individual.
7. SHRA member shall clean the Clubhouse and surrounding premises immediately following the rental event, using the “**Clubhouse Checklist**,” (attached hereto and incorporated by reference) as a non-exhaustive guide to ensure return of the Clubhouse and surrounding premises in the appropriate condition.
8. Indemnification and Hold Harmless. SHRA member agrees to reimburse, indemnify and hold harmless SHRA Board of Trustees, its members and agents, again any and all claims, actions, suits, procedures, costs, expenses (including attorneys’ fees), damages (including but not limited to clean-up and repair costs) and liabilities arising in any way in connection with SHRA’s member’s rental of the Clubhouse and its use by SHRA member or such member’s guests.
9. Assumption of Risks. SHRA member assumes all risks of injury that may occur to SHRA member or such member’s guests during the rental of the Clubhouse and hereby releases SHRA Board of Trustees and its members and agents from any liability in connection with such injuries.
10. Severability. SHRA member expressly agrees that this Rental Agreement, and in particular the Assumption of Risks and Indemnification and Hold Harmless provisions are intended to be as broad and inclusive as permitted by the law of the State of Ohio and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND AND AGREE TO ITS TERMS:

(SHRA member signature)

Date