

BAREFOOT RESIDENTS' CLUB RENTAL AGREEMENT

1. The person who signs the rental agreement must be the owner or long term renter on record in the Barefoot Resort Residential Association, must be current on all assessments, and **MUST BE PRESENT THE ENTIRE DURATION OF THE EVENT, SET-UP AND BREAKDOWN.**
2. Non-single family residents or outside groups cannot rent the Residents' Club.
3. Rentals are accepted on a first come, first serve basis.
4. The Residents' Club cannot be rented for commercial, political or religious purposes. There shall be no selling of products or services.
5. Only the interior of the Residents' Club can be rented; rental includes use of the main room, arts & crafts room, library and kitchen (commercial grade ice maker, microwave and refrigerator is available). The pool area, bathrooms and fitness room will remain open to all residents, and will only be accessible through the pool side doors.
6. Reservation rental fee and deposit are due at the time the reservation is made. Rental fee is \$200; deposit fee is \$200. Payment should be made with 2 separate checks, both made payable to BRRA. Indicate on the checks which is the rental fee vs. the deposit fee.
7. The Residents' Club may be rented for a maximum of six (6) hours. Additional time may be allocated for set-up, but will depend on previously scheduled Lifestyle activities. Rentals may not exceed 12 midnight. Music is allowed outside, but must be kept to a minimum level, so as not to be a nuisance to surrounding neighbors.
8. Smoking is not permitted in any part of the Residents' Club. During summer months and the hours the pool monitor is on duty, residents and their guests must use the designated smoking area on the pool deck; otherwise smoking is allowed only around the exterior of the building where ash disposal containers are provided.
9. The resident is responsible for setting up and dismantling tables/chairs for the event. Furniture may be moved around, but must be placed back in its' original position upon completion of the event, with the exception of the pool table, which is NEVER to be moved. Furniture cannot be removed from the building. Additional tables/chairs, ice buckets, vases/mirrors for centerpieces, are available if needed. Resident is responsible for any damage to these items.
10. NO GLASS CONTAINERS of any sort, i.e. bottles, vases, serving dishes, etc., are allowed anywhere outside of the Residents' Club. This includes the porch, pool deck and under the picnic pavilion.
11. Attaching of balloons or any other decorations to the walls or any portion of the building is NOT PERMITTED.
12. Room capacity: 100 seated; 120 standing
13. Security deposit: \$200. Deposit is refundable provided: there is no damage, the agreed upon hours are not exceeded, and the facility is cleaned prior to leaving. Any damage to the facility or its' components will be charged to the resident in the amount of the actual cost of repair by a reliable sub-contractor, plus 10%. Note that if actual damages exceed deposit, the resident will be billed for the excess in the form of a special assessment.
14. Alcoholic beverages may be served during the event, but there may not be a charge for the alcohol, i.e. no sale of alcohol is permitted without obtaining an ABC license, which the Residents' Club does not maintain.
15. You are responsible for the clean-up and trash removal upon completion of the event. If needed, brooms, mops, paper towels and extra trash bags are located in the closet next to the

fitness room. You must dispose of all trash. A dumpster is located at the back of the parking lot. A key will be provided for this purpose; the key must be returned to the provided location upon completion of rental.

16. You are responsible for ensuring all of your guests follow the Rules, Guidelines & Policies of the Residents' Club. _____ (initial here)
17. Neither Barefoot Resort Residential Owners Association, not any of its staff members or agents assumes any responsibility for any lost or stolen items resulting from the rental of the facility. Any items that are left behind will be discarded 48 hours after the event.
18. If a staff member is summoned to the Residents' Club at any time during the event as a result of failing to obey any of the rules or regulations, your event will be terminated immediately.
19. If you cannot fulfill all of the terms of this Rental Agreement, and you are denied the use of the facility, Barefoot Resort Residential Owners Association shall not be liable for any expense incurred by your anticipation of the use of the facility. _____ (initial here)

The undersigned agrees to indemnify, defense and hold harmless Barefoot Resort Residential Owners Association and its' designees from any and all claims, liabilities, demands and cause of action for injuries to persons or property which arise in whole or in part from the use of the facility or grounds by the undersigned and/or the undersigned's guests, agents or invitees, or for any loss of property.

The person signing this agreement acknowledges and agrees to all of the Rules and Regulations within this Facility Rental Agreement. The signature of the owner/long term renter of the property will be required before the agreement can be approved.

Print Name

Date

Signature