WALDEN HOA CLUBHOUSE USAGE AGREEMENT

This instrument contains the entire agreement between the parties relating to the rights and obligations herein assumed. Any oral representation or modifications concerning this agreement shall be of no force or effect except when modified in writing, signed by both parties.

The undersigned member of The Walden HomeOwners Association, Inc. hereby requests permission to use the Walden Clubhouse on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, from \_\_\_\_\_\_\_\_\_\_ a.m. / p.m. until \_\_\_\_\_\_\_\_\_\_ a.m. / p.m.

The undersigned resident agrees to adhere to the following rules:

1. The undersigned agrees to indemnify, hold harmless and defend The Walden HomeOwners Association, Inc. and its employees from
   1. loss, damage, or theft of any personal property of the undersigned or the undersigned’s guest(s), deeming any personal property left upon departure from the Clubhouse to be abandoned, and loss or injury sustained by the undersigned or any guest(s) of the undersigned while on the premises.
2. **CONSUMPTION OR USE OF ALCOHOLIC BEVERAGES.** The undersigned agrees to indemnify, hold​ harmless, and defend the Walden HomeOwners Association and its Board of Directors from all claims for damages to persons or property arising out of or connected with this usage agreement and the use or consumption of alcoholic beverages by the undersigned or any guest(s). **Beer kegs are not allowed inside clubhouse**​ **.**​ Users agree to comply with all applicable state and local alcohol consumption laws and ordinances.
3. The undersigned will not use the Clubhouse for any unlawful purpose, will not make or permit any disturbing noises, and will not permit any act which may interfere with the use and enjoyment of the neighborhood by other residents. Music is limited to indoors only.
4. The Walden HomeOwners Association Board and Clubhouse Manager(s) may enter the Clubhouse at any time, for any reason, during any event being held at the facilities to ensure that proper care of the facilities is being taken. Board members have access at any time regardless of activities associated with this agreement.
5. THE UNDERSIGNED WILL PERSONALLY BE IN THE CLUBHOUSE DURING THE ENTIRE USE OF THE CLUBHOUSE.
6. The number of guests and residents shall not exceed 50 (fifty) people at any time.
7. The undersigned will insure that all guests confine their activities to the Clubhouse. *(*​ *Use of the swimming pool in conjunction with clubhouse rental is not permitted).* ​Further, no structures are to be placed upon the grounds, to include, but not limited to, water slides, merry-go-rounds, slip-n-slides, swing sets, inflatable houses, games, etc.
8. Decorations are limited to table decorations only. No glitter is allowed. Absolutely ​*no*​ ​tape, tacks, or other adhesives are allowed on the walls, woodwork, or windows.
9. The usage period is from 8 a.m. until midnight. Overnight sleepovers are not allowed.
10. The undersigned is responsible for clean-up and removal of all their property, including dishes, food, bottles, paper, decorations, and trash from the Clubhouse and surrounding grounds immediately after use, and will leave the premises in the same condition as when they arrived, including mopped floors, cleaned appliances, scrubbed toilets, and replacement or repair of anything damaged. **All clean-up should be completed by 12 midnight**.​ **Should additional clean-up be required after the undersigned leaves the premises, Walden HomeOwners Association will charge $75.00 per hour to do such required cleaning, which will be deducted from the undersigned’s deposit.** If cleaning beyond the security deposit is required, the homeowner will pay the additional​ charge and be billed accordingly.
    1. The undersigned will assume full responsibility for any damage to the Clubhouse, its equipment, furnishings and contents.
    2. The undersigned will assure that the Association’s NO SMOKING ordinance is enforced in the Clubhouse. In addition, the undersigned will assure that ALL CIGARETTES AND/OR CIGARS will be disposed of in the proper receptacles and NOT in the grass at the clubhouse.
    3. Pictures and mirrors will not be removed from the walls.
    4. **NO GRILLS, BARBEQUES and/or SMOKERS of any kind allowed on the front entrance walkway/patio or on the pool deck area. Such equipment must be placed on the side patio facing Walden Glen Road.**

11. The undersigned agrees that any permission granted to use the Clubhouse may be revoked at any time by the Walden Homeowners Association, without prior notice, and the undersigned will, upon revocation or such permission, promptly vacate the Clubhouse. The Walden Homeowners Association reserves the right to refuse clubhouse reservations and usage to any resident at any time. Residents may be denied clubhouse use for unresolved Covenants violations, ARC infractions, non-payment of assessments, dues or fines, prior clubhouse abuse or rules infractions, or if a lien has been placed upon their property by the Walden Homeowners Association.

12. Should it become necessary for The Walden HomeOwners Association to incur costs and expenses to retain the services of an attorney to enforce this agreement, or any portion thereof, the undersigned agrees to pay the costs and attorneys’ fees thereby expended, or for which liability is incurred.

13. A final inspection of the facilities will be made the day after the event ***before 10:00 a.m***​​. The Clubhouse Manager will verify this with you.

**14.The undersigned does hereby acknowledge that the undersigned resident has read and understands the above stated Clubhouse Rental Agreement rules and agrees that if any of these rules contained herein are violated, all or part of the deposit may be forfeited.**​

15.The undersigned hereby tenders a SECURITY DEPOSIT in the amount of $150.00 (one hundred and fifty dollars) to the Walden HomeOwners Association, Inc. The residents’ security deposit check will be returned to the homeowner upon inspection of the facility with it being left in satisfactory condition. The Walden Homeowners Association reserves the exclusive right to negotiate for repairs or replace damaged amenities at the cost to the homeowner.

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| **Member Printed Name** | **Member Signature** | **Date** |
|  | Madison, AL | 35758 |
| **Street Address** | **City, State** | **Zip** |
|  |  |  |
| **Phone Number** |  |  |
|  |  |  |
| **Manager Signature** |  | **Date** |
| **Check #** |  |  |