

Bent Tree West Swim and Tennis Center

Clubhouse Rental Agreement

This clubhouse rental agreement is made and entered into this _____ day of _____ by and between Bent Tree West Swim and Tennis Center and _____, the renter.

FEES

All rental dates must be cleared with The Center's rental event planner and displayed on the BTWSTC website.

WEEKENDS (Friday, Saturday, Sunday, Holidays)

___ Members: \$275 (up to 3-hour rental). Set-up and clean-up time are not included and will be charged at an hourly rate.

___ Non-Members: \$375 (up to 3-hour rental). Set up and clean up time are not included and will be charged at an hourly rate.

WEEKDAYS (Monday, Tuesday, Wednesday, Thursday)

___ Members: \$200 (up to 3-hour rental). Set-up and clean-up time are not included and will be charged at an hourly rate.

___ Non-Members: \$300 (up to 3-hour rental). Set up and clean up time are not included and will be charged at an hourly rate.

The **Bent Tree West Swim and Tennis Center** is run by an elected volunteer board. Please be considerate of their time. A board member will unlock and relocked at the designated time set in this contract but not to be later than 11:00 p.m. per local ordinance. **Note: Please visit the clubhouse before booking your party. You must bring your own supplies.**

DEPOSITS

___ Renter agrees at the end of the rental time period written in this agreement; the renter will clean the clubhouse according to the checklist below. A Clubhouse assessment after each rental is done and assessment fees that apply will be deducted from deposit.

___ Members: \$200.00 refundable deposit

___ Non-Members: \$400.00 refundable deposit

RENTAL RULES AGREED TO: _____

- Members are not allowed to rent the club on behalf of non-member(s) under any circumstance.
- Clubhouse rental does not include use of the pool or exterior facilities. Doors to the pool area will be locked.
- No Smoking is permitted in buildings or on the property. A \$250 fine will be enforced.
- A contract must be signed for any and all use of BTWSTC property
- All paperwork (signed contract, rental fee and deposits) must be completed at least 10 days before rental.
- Alcohol is **ONLY** permitted at private parties and cannot be sold
- We do not provide security for an event. No phone is available.
- Parking is limited to the club's parking lot. No parking on residential streets. The school parking lot is available when school is closed.
- Electrical: Renters must bring their own electrical heavy-duty extension cords.
- Entrance and exit will be through the front door only
- Food storage is permitted. Please do not leave food or drinks behind.
- Children and all persons under 18 years of age must be supervised at all times
- ALL trash is to be removed and placed in large trash bins located inside the wall at Voss Road.

These above items must be complied with by the renter, or they will be deducted from the refundable deposit

SUPPLIES - SET UP AND CLEAN UP _____

The center does not have employees that can assist with loading, unloading, set up or tear down for your party. This includes receiving rental deliveries. You will only be permitted to set up before the scheduled event time or stay longer for clean-up **with prior approval**.

The clubhouse kitchen has a refrigerator, microwave, oven, stove and coffee maker for use and two bathrooms. There is also a large flat screen television with connections for presentations.

DAMAGES _____

Any damages to the property causing expenses incurred by Bent Tree West Swim and Tennis Center as a result of the rental shall be paid out of and deducted from the security deposit. Any damages or expenses in excess of the security deposit will be paid for by the renter as assessed by Bent Tree West Swim and Tennis Center board members. The balance of the security deposit will be refunded to the renter after the property has been inspected. Allow 3- 5 days for deposit refund. The host of the party is assuming all liability for the guests attending without regard to fault while at Bent Tree West Swim and Tennis Center and assumes any damage done to the club property, by any attending guest of the party.

LIMITATION OF LIABILITY _____

Renter will indemnify Bent Tree West Swim and Tennis Center and any Bent Tree West Swim and Tennis Center's related parties including but not limited to: its members, directors, officers and employees harmless from and against any and all claims, actions, damages, liability and expense in connection with injury, accidental death, loss, damage, injury to persons or property occurring in, on or about or arising out of the rented property, or the use and occupancy thereof, or occasioned by negligence or renter or renter's agents, employees, representatives or guests. Neither the Bent Tree West Swim and Tennis Center nor any of its affiliates, officers, directors, employees, agents or other affiliates (collectively, "Related Parties") shall be liable for any loss, liability, cost damage or expense (including attorneys' fees and costs) (collectively, "Losses"), including Losses in connection with good faith errors of judgment, mistakes of law, actions performed or actions omitted in connection with the property occurring in, on or about or arising out of the rented property.

REFUNDABLE DEPOSIT - ASSESSMENT BASE _____

Please note the Bent Tree West Swim and Tennis Center Board is made of volunteers. They will hire someone to repair damage of any of the following and it will be deducted from the renters' deposit.

ASSESSMENT ITEM	Fee
____ Trash: if not bagged, removed	\$25.00
____ Furniture may be moved, but excessive scratches on floor will result in a fee.	\$25.00
____ Nothing is to be ATTACHED TO WALLS, BEAMS, CEILINGS	\$50.00
____ Walls: marked, chipped or damage requiring touch up paint.	\$50.00
____ Furniture: marked or food debris left on, sticky, stains or misused	\$50.00
____ Blinds damage such as broken slates or missing parts.	\$50.00
____ Set up and tear down - folding tables and chairs not returned to shed.	\$50.00
____ Kitchen supplies missing, not put in dishwasher, or not turned on.	\$100.00
____ Parking lot and grounds not cleaned up	\$125.00
____ If Dallas Police are called for any reason	\$125.00
____ Bathroom damage to toilets, sinks, fixtures	\$175.00
____ Using exterior property of BTWSTC	\$175.00
____ Access to the pool without rental fee	\$175.00
____ Furniture IS NOT TO BE REMOVED for any reason	\$200.00
____ Furniture: damage replacement fee	\$600.00

PURPOSE OF RENTAL: _____

EXPECTED GUESTS: # _____ RENTAL AGREEMENT _____

This rental agreement is for the interior of the Clubhouse. It does not include pool, veranda, tennis courts, volleyball area or side yard access unless specified.

The Club reserves the right to have events at the pool during a clubhouse private rental.

Party Date: _____ Begin Time: _____ End Time: _____ Total Time: _____

Liabe Renters Name: _____ ___ Member ___ Non-Member

Address: _____

Home Phone: _____ Cell: _____

Email: _____

AGREEMENT SIGNATURES

I have read and understand the terms of this contract. As renter/host, I agree to follow the rules and policies set forth in this contract by Bent Tree West Swim and Tennis Center. As the renter/host, I understand I am assuming all liability for my family, guest, and myself with regard to fault while at Bent Tree West Swim and Tennis Center.

_____ Print Renters Name _____ Date

_____ Renter's Signature _____ Date

_____ Approved BTW _____ Date

Check #1

Due: _____ Deposit Paid: \$ _____ Check # _____ Date: _____

Check #2

Due: _____ Rent Paid: \$ _____ Check # _____ Date: _____

Forfeit deposit if cancelled in less than five days before event

Deposit Shredded Date: _____ or Amount used \$ _____ Purpose: _____

The Clubhouse will be assessed within 24 hours after your event and your deposit will be shredded within three days of the event unless it is used for damages or non-compliance as detailed above.