

PINNACLE HOMEOWNERS ASSOCIATION, INC. CLUBHOUSE & POOL RESERVATION APPLICATION

Rental agreement

This Rental Agreement (“Agreement”), is made and entered into between Pinnacle Homeowners Association, Inc. (“Pinnacle”) and _____, having an address of _____ (“Renter”) for lease of the Pinnacle pool and/or clubhouse (as designated below) located at 621 Southpoint Dr. Lexington, KY 40515 (the “Property”).

Premises and rent

Rental date: _____ From the time of: _____ to: _____

Rental rates

<u>Resident</u>	<u>Non-Resident</u>
<p>_____ Clubhouse: \$60 per hour</p> <p>Pool: There are three options for pool rental (<i>choose one option</i>).</p> <p>_____ Option 1: Rent the pool during normal operating hours, Monday-Thursday. There will be a charge of \$5 per guest for this option. (<i>Maximum of 25 guests</i>).</p> <p>_____ Option 2: Rent the pool during normal operating hours, Friday, Saturday or Sunday. There will be a charge of \$5 per guest for this option. (<i>Maximum of 10 guests</i>).</p> <p>_____ Option 3: After-hours pool rental (8pm-11pm). There is a \$175 flat fee for the 3-hour rental (<i>Maximum of 50 guests</i>).</p>	<p>_____ Clubhouse: \$100 per hour</p> <p>Pool: There are three options for pool rental (<i>choose one option</i>).</p> <p>_____ Option 1: Rent the pool during normal operating hours, Monday-Thursday. There will be a charge of \$5 per guest for this option. (<i>Maximum of 25 guests</i>).</p> <p>_____ Option 2: Rent the pool during normal operating hours, Friday, Saturday or Sunday. There will be a charge of \$5 per guest for this option. (<i>Maximum of 10 guests</i>).</p> <p>_____ Option 3: After-hours pool rental (8pm-11pm). There is a \$175 flat fee for the 3-hour rental (<i>Maximum of 50 guests</i>).</p>

Additional Costs

\$115 cleaning fee (mandatory)

Check One:

_____ \$350 security deposit for RESIDENTS (refundable after rental)

_____ \$1000 security deposit for NON-RESIDENTS (refundable after rental)

For office use only: Rental fee _____, Cleaning fee _____, Security deposit _____, Add. cost _____

Renter and guests are allowed 60 minutes prior to rental time for setup, and must be out of the building within 30 minutes of rental end time, or an additional rental fee of \$60 per hour will be charged. If additional setup time is needed the renter agrees to pay \$60 per hour for the additional time. Additional cleaning services available upon request (pricing varies).

Please make checks payable to Pinnacle HOA. **Make separate checks for rental fee (with cleaning fee included) and security deposit.** E-mail or send the rental agreement, rental fee check and deposit check to:

Fayette Property Management
1795 Alysheba Way Ste 4206
Lexington KY 40509
Email: management@FayettePropertyManagement.com

For office use only: Rental fee _____, Cleaning fee _____, Security deposit _____, Add. cost _____

Confirmation

Renter agrees and understands that verbal or written confirmation of acceptance of this application must be received from the Board or Management before scheduling the event and inviting guests.

Rules

Renter shall be responsible for any set up or removal of materials, equipment, and/or personal property necessary for Renter's use of the Property. Renter shall remove all materials, equipment, and/or personal property, including decorations, used by Renter; and Renter and its guests, licenses and/or invitees shall not damage or deface the Property in any way. **Please do not tape or nail banners, pictures, posters, and similar items on the walls. Any damage to the walls will result in an automatic loss of Security Deposit. Please do not leave any food or drink in the fridge.** Renter shall be responsible for any damages to any of the Property, including the buildings, equipment, furniture, etc. that may occur as a result of negligence, recklessness, gross negligence and/or intentional acts by Renter and its guests, licenses and/or invitees. **Resident** Renter shall deposit the sum of \$350 (the "Deposit") at the time of submission of this Agreement to ensure compliance with this Agreement. **NON-Resident** Renter shall deposit the sum of \$1000 (the "Deposit") at the time of submission of this Agreement to ensure compliance with this Agreement.

Compliance or noncompliance shall be determined by inspection by Pinnacle Homeowners Association, Inc., or its authorized agent. In the case of noncompliance, the cost for replacement of damaged property and/or additional cleaning, including all labor (the "Damages") shall be deducted from the deposit. If Damages exceed the Deposit, Renter shall be responsible for said difference, plus any additional costs or expenses, including attorney's fees, incurred in collecting said difference.

Furniture & Equipment Available for Use

There are 41 folding chairs, 2 round tables, 5 six foot tables, and 6 eight foot tables available for set up and use. A \$25 fee applies if tables and chairs are not returned to the storage area at the end of the rental.

Purpose

Renter agrees to not assign this lease nor sublet any part of the premises, and not to permit the premises to be used for any purpose, except for _____ . (i.e. birthday party, reception, etc).

The approximate number of persons in attendance is estimated to be _____ persons. Resident shall be responsible for maintaining peace and good order by all of its guests, licenses and/or invitees and agrees not to disturb any neighbors. The facility doors shall be kept locked when the premises are not in use.

Loss Responsibility

Renter shall be responsible for any and all Damage to the Property during the Rental Period. Renter agrees to indemnify and hold harmless Pinnacle, its officers, directors, employees, agents, Members, and management company, from any and all claims, causes of action, losses, injuries, damages, and/or liabilities of any kind or nature whatsoever for any loss, damage, and/or injury to property or persons resulting in any manner from the use of the Property by Renter and its guests, licenses and/or invitees.

Cancellation Any cancellation of this Agreement must be made and received by Pinnacle at least 48 hours before commencement of the Rental Period. If cancellation is not timely made and received by Pinnacle, the Renter shall still pay the Rental Rate, less any applicable cleaning fee. If cancellation is timely made and received by Pinnacle, a \$50 cancellation fee will be charged and will be paid from the Deposit.

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Contact

For more information or questions regarding a reservation, please contact Fayette Property Management by emailing management@fayettepropertymanagement.com or calling 859-983-9856.

To be completed by Pinnacle Homeowners Association, Inc.:

This Agreement accepted this _____ day of _____, 20 _____. In witness whereof, the parties have hereunto entered into this Agreement:

Signature: _____

Print Name: _____

Pinnacle Homeowners Association, Inc.
c/o Fayette Property Management
1795 Alysheba Way Ste 4206
Lexington KY 40509
E: management@FayettePropertyManagement.com

To be completed by Homeowner/Renter:

Renter Name: _____

Signature: _____

Group/Organization Name (if applicable): _____

Address: _____

Phone Number: _____

E-mail Address: _____

Date Submitted: _____

For office use only: Rental fee _____, Cleaning fee _____, Security deposit _____, Add. cost _____