

Forester Square Condominium Association Clubhouse Rental Agreement

Forester Square at Auburn Hills

AMI Management
47200 Van Dyke
Shelby Township, MI 48317
800-821-8800 Fax: 586-739-6006

Clubhouse Rental Rules & Regulations

The Clubhouse is available for private parties to Forester Square Condominium Co-Owners or Tenant in good standing and those members of their immediate family residing with them. The Clubhouse may not be reserved for any organized group or function.

Members who reserve the Clubhouse shall abide by all Rules and Regulations of the Clubhouse for all social events and shall forfeit the security deposit referenced below if any Rules or Regulations are violated. If the security deposit should prove inadequate to compensate the Association for any damage to the Clubhouse or other property held by or for Forester Square, then the Member who reserved the Clubhouse shall be held responsible for the cost to repair these damages. The Association may pursue actions to collect such damages including, but not limited to, the imposition of a lien upon Member's unit, the collection of damages as an unpaid assessment, or sue for said damages, as may be determined by the Forester Square Associations Board of Directors.

The Clubhouse will be inspected by the Co-Owner or Tenant and management company before and following all events within a reasonable time. Arrangements for these inspections are to be made at the time of reservation. Clubhouse reservations require the payment of:

- 1) a non-refundable rental fee of one hundred fifty and 00/100 dollars (\$150.00)
- 2) a security deposit of two hundred fifty and 00/100 dollars (\$250.00).

The rental fee and the security deposit require separate, individual checks that must be made payable to Forester Square Condominium. The rental fee will be deposited immediately for the benefit of the Forester Square Homeowners' Association and is non-refundable.

The management Company will hold the security deposit and will not cash, deposit or reimburse this until a complete inspection of premises by management company staff has been completed. The security deposit will be returned to the Member within Seven (7) business days if:

- 1) No damage occurred
- 2) The Rules and Regulations pertaining to use of the Clubhouse was adhered to
- 3) No excessive cleaning of premises is required.

If the management company staff determines that any of the preceding conditions were not met, the management company will deposit the security deposit check for the benefit of the Forester Square Homeowners' Association.

All social events held at the Clubhouse or on Association property given for members of immediate family younger than 18 years of age must be supervised by the adult Co-Owner or Tenant of a condominium.

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1. These Rules and Regulations supersede and replace all previous Rules and Regulations.
2. The Forester Square Board of Directors reserves the right to close the Clubhouse because of, but not limited to, mechanical problems or inclement weather.
3. The Clubhouse may be used between 9:00 a.m. and 10:00 p.m.
4. Occupancy maximum is 75 people.
5. All guests must be accompanied by a Co-Owner member or Tenant.
6. Children under the age of 18 must be accompanied by an adult.
7. No running or rough play permitted in the Clubhouse.
8. No smoking allowed inside the Clubhouse.
9. Alcoholic beverages are prohibited inside the Clubhouse.
10. Use of anything requiring an open flame is prohibited unless specifically approved by the Forester Square Association Board of Directors.
11. No decorations shall be affixed to the walls, ceilings, or exterior surfaces of the Clubhouse. Nothing should be placed on or in front of the doors that could impede people from entering or exiting the building (Ex. Photo Backdrops, Stand-up cardboard cut-outs, equipment, etc.)
12. Loud playing of professional music equipment or similar sound equipment is not permitted.
13. No animals allowed in the Clubhouse.
14. Appropriate attire always required. Occupants must always have on footwear.
15. Members are fully responsible for guests' conduct while in the Clubhouse or on the Association's premises.
16. All garbage, resulting from the use of the Clubhouse, must be removed by the member renting the Clubhouse. It must be disposed of by the renting member at their unit. No special garbage pickup is provided for the Clubhouse.
17. The pool, pool deck, hot tub/spa, Clubhouse bathrooms and workout room are NOT included in Clubhouse rentals. All residents have free and unrestricted access to the workout room and bathrooms during the rental. Co-Owner or Tenant and all users of the Clubhouse must be respectful of residents utilizing these common areas.
18. All activities must be contained within the Clubhouse.
19. The Forester Square Board of Directors reserves the right to appoint a special "Association Monitor" to oversee scheduled functions. When so appointed, this monitor will be acting on behalf of the Board of Directors insofar as assuring all Clubhouse regulations are followed.

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20. Any function may be terminated immediately, at will or without cause, by a designated Association monitor, an acting Clubhouse Manager, or by a member of the Forester Square Board of Directors.
21. Renters shall refrain from moving or relocating furniture. Anything moved must be returned to its original location.
22. All items brought into the Clubhouse during the rental must be removed by the renter.
23. The Forester Square Board of Directors have:
 - Established all rental charges and deposit requirements and are subject to change without notice.
 - Established the regulations specified in this agreement and are subject to be modified, at the Boards discretion.
 - The right to impose fines when Clubhouse rental regulations are violated. These fines will be commensurate with the violation and are in addition to cashing the security deposit given at the time this rental agreement was signed.
24. No Clubhouse reservation will be considered valid without a duly executed reservation form and receipt of the required rental fee and security deposit.
25. Reservations will be accepted within 90 days of the event. Any application received prior to 90 days before the event will not be accepted and returned to the Co-Owner or Tenant.
26. Any fighting, wrestling, or rough housing of any kind by the Co-Owner, Tenant renting the clubhouse or their guests will terminate the rental agreement and result in forfeiture of the security deposit
27. All problems, accidents, security issues and maintenance concerns must be brought to the attention of AMI Management at (800) 821-8800.

Clean-up following rental: All beverages and food must be removed from the Clubhouse prior to the closing and securing of the building. Garbage must be bagged and removed from the Clubhouse and taken to the Co-Owner's or Tenant's unit. Additionally, the Clubhouse renter is responsible for all clean-up requirements specified on the supplemental list provided by the Management Company. Renters are responsible for complete Clubhouse cleaning following their event, including but not limited to: vacuuming, sweeping floors, and clean-up of kitchen (including all countertops and appliances).

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Co-Owner/Tenant Name: _____

Address: _____ Unit: _____

Home Telephone: _____ Other Phone: _____

Date Requested: _____ Type of Function: _____

Hours of Function: _____ Number of People attending event: _____

I understand that I am renting the Clubhouse for the day and time noted above and that this reservation does not include the pool, spa, or workout room and that access the day before or after this event is not included. Neither I nor my guests will try to impede a community member from using the workout room or bathrooms.

I agree that if I or any of my guests violate a Clubhouse Rule or Regulation during the period I have rented or engaged the Clubhouse, that I am responsible for damages and costs incurred by the Forester Square Condominium Association as determined by the Forester Square Board of Directors.

I understand that I will inspect the Clubhouse with a designated representative of Forester Square Condominium Association or its agent the morning immediately following the above reserved date. Within seven (7) business days of the date of this inspection, I will be notified, in writing, of any damages or infractions of the Clubhouse Rules and Regulations.

If I fail to inspect the building the morning immediately following the engagement date, I agree that I will accept the determination of the designated representative as to the condition of the Clubhouse and its furnishings and common area, without recourse and that my security deposit of two hundred fifty and 00/100 dollars (\$250.00) could be forfeited to the Forester Square Condominium Association. In addition, the Board of Directors has the right to charge me the cost to repair additional damage above and beyond the amount of the security deposit.

I agree to pay the Forester Square Association for the cost to repair any damage as determined and my receipt of a bill for all additional damage beyond the retention of the Security Deposit.

I understand that should I cancel my reservation within thirty (30) days of the reserved date on this agreement, I am responsible for any costs incurred for the cleaning of the Clubhouse. These costs will be deducted from my security deposit. I also understand that I am entitled to a breakdown of these costs.

I understand that my security deposit will be returned if no damages or violations of the Rules and Regulations occur. I tender two (2) checks payable to Forester Square at Auburn Village. One check for the rental fee in the amount of one hundred fifty and 00/100 dollars (\$150.00) and another check for the security deposit in the amount of two hundred fifty and 00/100 dollars (\$250.00).

Co-Owner/Tenant Signature
Forester Square Condominium Association

AMI Management, Customer Service Agent
for Forester Square Condominium Association

Date

Date