

BENT CREEK HOMEOWNERS' ASSOCIATION INC.
5007 Thicketty Parkway
Indian Trail, NC 28079
CLUBHOUSE RENTAL CONTRACT

Applicants: (must be a current resident of Bent Creek Subdivision and be in good standing with Bent Creek Subdivision Homeowners Association, Inc.)

Name: _____
Address: _____
Telephone No.: _____
Date and Time Requested: _____
Type of Function: _____
Approximate Number of People: _____
Expected Ages: _____

Subject to and upon the terms, provisions and conditions set forth below, and in consideration of the duties, covenants and obligations of the other hereunder, Bent Creek Homeowners' Association, Inc. (the "Association") and Applicant agree as follows:

1. The Association hereby agrees to lease, demise and let to Applicant, on a non-exclusive basis, the clubhouse facilities located at 5007 Thicketty PKWY Indian Trail, NC, which the facilities are limited to the use of the meeting room and the kitchen area located in the clubhouse (the "Clubhouse Facilities.") The swimming pool is not included in the Clubhouse Facilities covered by this contract.
2. Applicant shall pay a rental in the sum of \$ _____ to the Association. The rental payment shall be due and payable at such time as the key is issued by the Association to Applicant to gain access to the Clubhouse Facilities the day of the function to decorate and, subject to the terms of Paragraph 8 hereof, exclusive use for _____ hours on the day of the function from _____ (a.m./p.m.) to _____ (a.m./p.m.) (The "Rental Period").
3. On the date that this contract is submitted to the Association for its approval, Applicant shall pay the Association a security deposit of \$ _____ which shall be held by the Association to secure the rental date requested by Applicant, it being expressly understood that the security deposit shall not be considered an advance payment of rental or a measure of the Association's damages in case of default by Applicant. If the Association does not approve this contract, the Association shall promptly return the security deposit to Applicant. If the Association approves this contract, then the security deposit shall be held by the Association to secure the performance of Applicant's covenants and obligations under this contract. Upon the occurrence of any event of default by Applicant breach by Applicant of their covenants and/or obligations under this contract, the Association may, from time to time, without prejudice to any other remedy, use the security deposit to the extent necessary to make good any payment defaults hereunder and/or any damage, injury, expense or liability caused to the Association by such event of default or breach of covenant. Any remaining balance of the security deposit shall be returned by the Association to Applicant; provided, however, the Association shall have the right to retain and expend such remaining balance (a) to reimburse the Association for any rentals or other sums due hereunder that have not been paid in full by Applicant and/or (b) for cleaning and repairing the Clubhouse Facilities if Applicant shall fail to deliver same in a neat and clean condition and in as good a condition as existed prior to Applicant's use of the Clubhouse Facilities. The Association shall not be required to pay any interest of the security deposit.
4. Applicant must be present at all functions for which the Clubhouse Facilities are rented under this contract.
5. Applicant shall not make any alterations to the Clubhouse Facilities and shall not commit or allow any waste or damage to be committed to any portion of the Clubhouse Facilities, and at the termination of this contract, Applicant shall deliver up the Clubhouse Facilities, in a neat and clean condition and in as good a state of repair as existed prior to Applicant use of the Clubhouse Facilities.
6. Applicant shall not use or permit any portion of the Clubhouse Facilities to be used, for any purpose which is unlawful, disreputable or deemed to be extra-hazardous on account of fire or other hazards, or permit anything to be done which would in any way increase the rate of fire or liability or any other insurance coverage on the Clubhouse Facilities and/or its contents, and shall immediately cease and desist any such activity upon notice from the Association.
7. Applicant shall comply with all laws, ordinances, orders, rules and regulations (of state, federal, municipal and other agencies or bodies having any jurisdiction thereof) relating to the use of the Clubhouse Facilities, including,

without limitation, all laws, rules, regulations and ordinances relating to the sale and consumption of liquor in the Clubhouse Facilities.

8. The Association and or its agents and representatives shall have the right to enter the Clubhouse Facilities at any time to inspect the same.

9. Applicant acknowledge the residential character and nature of the surrounding neighborhood and Applicant shall conduct their occupancy and control their invitees and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb any of the residents of the surrounding neighborhood.

10. If default shall be made in the payment of any sum to be paid under this contract or default shall be made in the performance of any of the other covenants or conditions which Applicant are required to observe and perform, the Association shall have the right, in addition to all other rights and remedies provided at law or in equity, to immediately terminate this contract and the Association shall be entitled to recover money damages for any damage to the Clubhouse Facilities.

11. Applicant jointly and severally, shall indemnify and hold the Association harmless from all damages, liabilities, costs, expenses (including without limitation attorney's fees), suits or causes of action, which may be suffered or incurred by the Association, its successors, assigns, agents, officers, directors, and representatives, arising directly or indirectly, out of or in connection with this contract or Applicant use of the Clubhouse Facilities.

12. This contract may not be altered, changed or amended, except by an instrument in writing executed by all parties hereto.

13. The execution of this contract by Applicant and the delivery hereof to the Association shall not constitute a contract between the parties unless the Association accepts same by executing this contract and delivers one fully executed copy thereof to Applicant.

Date: _____
"**Applicant**"
Signature: _____
Printed Name: _____

Agreed to and Accepted this ____ day of _____ 200__, by:

"**Association**"
BENT CREEK HOMEOWNERS ASSOCIATION, INC.
By: _____
Name: _____
Title: _____

Date: _____

Notes:

For Office Use Only

Amt.: _____ Dep. Received _____ Dep. Returned: _____

Key Issued: _____ Key Returned: _____