

**BENT TREE COMMUNITY, INC. MEMBER
FACILITY RENTAL AGREEMENT BTCI IS A
NON-SMOKING FACILITY**

Copy Distribution One copy to Applicant One copy to Administration Office One copy to Public Safety One copy to Food Service
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Bent Tree Community, Inc. is hereby entering into an agreement for use of a BTCI facility:

Property Owner: _____ Current on Assessments: _____

Lot # _____ Phone # _____ Cell Phone # _____

Function Date: _____ Reservation Date: _____ Email: _____
 Month/Day/Year Month/Day/Year

Start Time: _____ Finish By: _____ (times to include set up and clean up)

Room or Facility to be rented: _____

Type of activity/function that facility is being used for: _____

Number of persons attending activity/function: _____

Initial All food service for events held at Club Tamarack not catered by our Bent Tree Food and Beverage Manager and Staff will be charged \$ 2.00 per person for use of non-cooking kitchen. Property owner is responsible for providing Bent Tree with a Certificate of Insurance from the caterer for a limit of at least \$1,000,000 naming Bent Tree Community as an Additional Insured with a Waiver of Subrogation. The Certificate of Insurance should also include evidence of Workers Compensation coverage for the caterer's employees/staff also with a Waiver of Subrogation included on the Certificate.

The following initialed items are approved to take place during the usage of rented facility.

_____ Food-Catered _____ Kitchen Use
 _____ Alcohol Served _____ Live Music _____ Stereo Music
 _____ Disc Jockey _____ BTCI Sound System (background music)
 _____ Decorations _____ Other – Describe: _____

FACILITY FEE	Charges		Check #	Date Paid	Received by
	4 Hours	8 Hours			
Dining Room & Fireside Lounge	\$154.00	\$307.00	_____	_____	_____
Fireside Lounge	\$70.00	\$138.00	_____	_____	_____
Recreation Room	\$70.00	\$138.00	_____	_____	_____
Cottage	\$36.00/HR*		_____	_____	_____
Pavilion	\$36.00/ HR*		_____	_____	_____
Spillway	\$26.00/HR*		_____	_____	_____
* (two hour minimum)					
Grand Total Due:	_____	_____	_____	_____	_____

FEE INFORMATION:

- Credit Card guarantee at time of booking is required.
- FACILITY RENTAL fees are payable and will be deposited at the time of reservation approval.
- RENTAL CANCELLATION FEE will be as follows:
 - Any cancellation within 30 days of the Reservation Date will result in no refund.
- Any damage to building/facility, stains to the carpet, or after hour/penalty fees will be charged to the applicant's credit card as will a \$100.00 fee for cleaning services if the facility is not properly cleaned up.
- The actual cost of repair by a reliable sub-contractor, plus 10% will be charged for any damage to building/facility including furniture and accessories but not limited to: cigarette burns on upholstery or carpets; dents in walls or chips in paint; cracked or broken windows; additional carpet cleaning for spills and stains, or any other damage or theft resulting directly or indirectly from the rental. Please note that cost of damages will be charged to applicant's credit card.

I authorize Bent Tree Community, Inc. to charge the credit card number below for unpaid expenses, damages, or fines resulting from the use of Bent Tree Facilities or Property.

Credit Card Type: VISA _____ MASTERCARD _____ OTHER: _____

Credit Card Number: _____ Expiration Date: _____

Cardholder Name: _____ Cardholder Telephone: _____

Cardholder Address: _____
 Number & Street City/State Zip Code

Cardholder Signature: _____ Date: _____

BENT TREE FACILITY RENTAL RULES AND REGULATIONS

- _____ 1. Any paid reservation constitutes a rental. Rentals are taken on a first come, first serve basis.
- _____ 2. The facilities may not be used for commercial purposes other than those approved by the Board of Directors of BTCL. There shall be no selling of products or services. The Applicant hereby warrants that there will be no charge to his/her guests for admission, food, beverages, or entertainment on the premises.
- _____ 3. BTCL activities (meetings, aerobics, club and committee events) where previously scheduled, will supersede all rental applications. Permission may be given for the scheduling of more than one activity in the same facility at the same time.
- _____ 4. The facility may be rented for a maximum of seven (7) hours. Contract rental time may not exceed 1:00 AM on Friday/Saturday nights, 11 pm on Sunday and week nights (Monday – Thursday). Premises must be vacated by end of rental contract time. If not vacated at contracted time, \$50.00 per half hour or portion thereof will be charged as an AFTER HOURS PENALTY.
- _____ 5. Giving false information to secure a rental date will result in the loss of rental privileges for a period of two years.
- _____ 6. **NO SMOKING** is permitted in any part of a rented building. Facility renters and their guests may smoke outside where ashtrays are provided.
- _____ 7. **NO** furniture may be moved outside onto the decks.
- _____ 8. **NO** rice, birdseed, confetti, etc. may be thrown inside or outside the facility or in the parking lot.
- _____ 9. **ROOM CAPACITY:** 150-175 for entire clubhouse.
- _____ 10. **NO** pictures, posters, banners requiring tacks or anything that will leave permanent marks/holes on the walls or furniture will be allowed.
- _____ 11. Neither BTCL, nor any of its staff members or agents assumes any responsibility for any lost or stolen items resulting from the rental of this facility.
- _____ 12. A pre-rental walk through will be conducted with the renter on the morning of the reservation prior to set up to protect the renter from any charges that may be incurred because of existing conditions of the room. The Applicant is to contact Public Safety (770-893-2628) for access to the facility prior to setting up.
- _____ 13. A list of invited attendees must be provided to the Administrative Office and Public Safety 24 hours in advance of the event. Anyone not listed will be denied admittance into Bent Tree.
- _____ 14. Pool rental requires an appointment with the Bent Tree Pool Manager. Pool rules and regulations will be provided and discussed at that time. Lifeguards/pool attendants are not provided.
- _____ 15. **The Club Tamarack kitchen is not a cooking kitchen. No oven, stove, warmer, cooler, or dishwasher may be used without the prior knowledge and written permission of the General Manager of BTCL. See page 1 of this agreement for Certificate of Insurance requirements for outside caterers.**

NOTE: If you cannot fulfill all the terms of this Rental Agreement and you are denied the use of the facility, BTCL shall not be liable for any expenses incurred by you in anticipation of the use of the facility.

_____ **Initials**

The undersigned further agrees to indemnify, defend and hold harmless Bent Tree Community, Inc. from any and all claims, liabilities, demands and causes of action for injuries to persons or property which arise in whole or in part from the use of the facility or grounds by the undersigned and/or the undersigned’s guests, agents or invitees.

If at any time, during your event, Public Safety is summoned to the facility as a result of you or your guest(s) failing to obey the rules, your event may be immediately terminated with no refund of rental or catering costs.

The undersigned shall be liable and accept responsibility for any damage.

Persons signing this agreement are responsible for fully reading and understanding the BTCL Facility Rental Rules and Regulations found above. If there are two or more Persons who sign this Rental Agreement, said Persons shall be jointly and severally liable for the performance of all obligations of Applicant that are contained in the Rental Agreement.

The undersigned acknowledges and agrees to the rules, regulations, and obligations of this Facility Rental Agreement as stated above and in the Bent Tree Facility Rental Rules and Regulations, incorporated herein by this reference.

_____ **Signature of Applicant**

_____ **Date**

Processed by _____