

**WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.**  
**Clubhouse Rental Agreement**  
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Name of Resident(s): \_\_\_\_\_

Resident Address: \_\_\_\_\_

Resident Phone Number: Home: \_\_\_\_\_ Work: \_\_\_\_\_

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Rental Date Requested: \_\_\_\_\_ From: \_\_\_\_\_ am/pm To: \_\_\_\_\_ am/pm

Number of Adults: \_\_\_\_\_ Minors (under 18): \_\_\_\_\_ Total: \_\_\_\_\_

Rental Fee Submitted: \$\_\_\_\_\_ Refundable Security Deposit Submitted: \$\_\_\_\_\_

I hereby release the Association from any and all liability surrounding the use of these facilities during this event. Use of the pool facility, exercise room and library are not included in the rental.

I have arranged for a completed Certificate of Liability Insurance (such as Acord-25) to be sent to, and indemnify, The Windsor Oaks Homeowner's Association of Mecklenburg, Inc. (Initials) \_\_\_\_\_

No alcohol will be served at this event. (Initials) \_\_\_\_\_

OR

Alcohol may be served and I have the necessary Homeowner's Host Liquor Liability Insurance, and will supply proof of same. (Initials) \_\_\_\_\_

Rental resident(s) shall keep the volume of any radio, stereo, sound system, television, or musical instruments sufficiently reduced at all times so as not to disturb other residents in the area. (Initials) \_\_\_\_\_

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Resident(s) acknowledges that the use of the facility is purely for the pleasure of the resident(s) and their guests. Resident(s) further acknowledges that neither the management company nor Windsor Oaks Homeowner Association of Mecklenburg, Inc. (the "Association") have any liability for the actions or inactions of the resident(s) and their guests and invitees, or for any injury, damage, or loss any person may sustain while using the facilities, or in connection with or as a result of any activity including consumption of alcohol or other intoxicating substances, engaged in by any person using the facility. Residents(s) on behalf of themselves, their successors and assigns, and on behalf on their guests and invitees, their heirs, and successors hereby releases the management company, the Association, and the respective officers, directors, shareholders, agents, members, successors, and assigns of and from any claims which Resident(s), their guests and invitees, now have or may hereafter have which

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are related in any way to any loss, damage, or injury that may be sustained in connection with the use of the facilities, or as a result of activity, including consumption of alcohol or other intoxicating substance engaged in while using the facilities.

Resident(s) on behalf of themselves, their heirs, successors and assigns, agrees to indemnify, defend and hold harmless the management company and the Association and their respective officers, directors, shareholders, agents, members, successors, and assigns against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, arising from the use of the facilities, including the buildings and sidewalks adjoining same, by the Resident(s) guests and invitees, or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any such person while using such facilities. In the event any action or proceeding is brought against the management company or the Association, their respective officers, directors, shareholders, agents members, successors, or assigns by reason of such claim, Homeowner(s) covenants and agrees to pay all costs of defense of such action or proceeding by counsel satisfactory to the management company and the Association.

The foregoing indemnification and defense obligations shall not be conditioned upon the availability of insurance coverage and Resident(s) failure to obtain insurance coverage or the refusal of the insurer to pay any claim or otherwise assist Resident(s) in fulfilling such obligations shall not relieve Resident(s) of the indemnifications and defense obligations forth herein.

The undersigned have read and are familiar with the Windsor Oaks Homeowner Association Of Mecklenburg, Inc., Rental Policy and Procedure, and have read and are familiar with the provisions of this agreement and the Rules and Regulations of the facilities, and agree to comply with same.

\_\_\_\_\_  
Resident/Homeowner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident/Homeowner Signature

\_\_\_\_\_  
Date