

Windjammer Village of Little River, SC
2200 Little River Drive
Little River, SC 29566
843-249-2460
Fax: 843-280-4840

CLUBHOUSE LEASE AGREEMENT

1. **PARTIES:** This agreement is made _____, 200__, between Windjammer Village of Little River Property Owners Association (Owner) and _____, of Windjammer Village, Little River, SC 29566 (Member). Members are restricted to Windjammer Village residents in good standing.
2. **BACKGROUND:** The Windjammer Village Clubhouse is available for use by the Windjammer Village residents in good standing for a period not to exceed six (6) hours.

DATE OF FUNCTION: _____

TIME OF FUNCTION: _____ TO _____

NATURE OF FUNCTION: _____

3. **PREMISES:** In consideration of Members agreement to abide by the terms and conditions contained in paragraph 4 and Members covenants contained in paragraph 5, Owner does hereby let unto the Member the Windjammer Village of Little River Clubhouse for the aforementioned date, time and purpose.
4. **TERMS AND CONDITIONS:**
 - A. Community wide functions take precedence over any private functions in regard to scheduling.
 - B. Use of the Clubhouse is restricted to social functions. No sales meetings, benefits for charities, or activities of a similar nature shall be permitted.
 - C. Only invited guests of Member are permitted in the Clubhouse during the above listed hours.

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D. No kegs of beer shall be permitted in the carpeted area of the building.

E. No more than _____ persons shall be permitted at a function.

F. Parking is restricted to parking areas only. Automobiles of Member or Member's guests found to be parked on areas not designated for automobiles will negate the refund of the deposit referenced in paragraph 5.

G. All regular Clubhouse rules are hereby incorporated by reference; and, if said rules are violated by Member or Member's guests, Member will not be permitted to lease the Clubhouse again.

H. All other amenities, such as the pool, the game room and the playground, are not included.

5. ADDITIONAL COVENANTS OF MEMBER:

A. At least fifteen (15) days prior to the day of use, a check must be presented to the Social Committee Chairman in the amounts shown below:

1. Use of Library only: \$75.00 (\$25.00 donation, \$50.00 deposit for damage and cleaning) any part of which may be returned.

2. Use of Library and Kitchen: \$85.00 (\$35.00 donation, \$50.00 deposit for damage and cleaning) any part of which may be returned.

3. Use of Clubhouse in whole: \$200.00 (\$75.00 donation, \$125.00 deposit for damage and cleaning) any part of which may be returned.

B. Member shall return the demised premises to the Owner in the same condition as such premises were at the beginning of the function.

C. Premises shall be cleaned and restored to their original condition by the time noted in paragraph 2. All party attendees will

be out of the Clubhouse at the aforementioned time. Social Committee Chairman will be responsible to inspect the Clubhouse after the function, indicating any damage of misuse of the

premises. Member will receive balance of deposit within five (5) working days of the function. In case of dispute over the condition of the Clubhouse after a private party, the Social Committee will arbitrate with the Board of Directors, who will be the final arbiter.

D. The Social Committee Chairman will be responsible for notifying the Member of the Clubhouse rules. The Social Chairman will also give access to the Clubhouse.

E. Member assumes responsibility for any and all losses and/or damages occurring to the Clubhouse and/or its contents caused by the Member and/or any Member's guests, invitees, or any other persons attending the function.

F. Member agrees to hold Owner harmless from any and all claims against the Owner which may result from the function which are not covered by the Member's insurance. Member is to be on premises during entire time of the function.

G. Member, on behalf of himself/herself, themselves and/or any of Member's guests, invitees or any other persons attending the function, releases Owner from responsibility for any articles of personal property lost, stolen or forgotten on the premises and releases Owner from liability for any damage to any parked car.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

OWNER _____
WINDJAMMER VILLAGE OF LITTLE RIVER POA
on behalf of all property owners.

MEMBER _____
POA MEMBER OR RESIDENT

Revised: 02/14/07
05/18/10