

HILTON HEAD PLANTATION PROPERTY OWNERS' ASSOCIATION, INC.

DOLPHIN HEAD

FUNCTION DATE: \_\_\_\_\_

NAME OF PROPERTY OWNER (please print) \_\_\_\_\_

ADDRESS OF PROPERTY OWNER \_\_\_\_\_

TELEPHONE HOME ( ) \_\_\_\_\_ WORK ( ) \_\_\_\_\_ OTHER ( ) \_\_\_\_\_

RENTAL USE AGREEMENT

This agreement is made between Hilton Head Plantation Property Owners' Association, Inc. (hereinafter called "Association") and \_\_\_\_\_ (hereinafter called "Owner"). Association leases to Owner and Owner rents from Association the Dolphin Head Recreation Facilities Building (hereinafter called "Recreation Facilities") under the following conditions:

- 1. I am reserving the Recreation Facilities for the purpose of \_\_\_\_\_ (the "Function") which will be attended by \_\_\_\_\_ (maximum permitted is 50 persons inside the building or 100 persons including outside deck).
2. The Function will be held between the hours of \_\_\_\_\_ and \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_\_. This should include set-up and breakdown time.
I understand that use of the Recreation Facilities before or after the hours for which it has been reserved will constitute a breach of this Agreement and will result in forfeiture of my deposit. I also understand that the use of the Facility must be between the hours of 8:30 am and 10:00 pm on the date reserved.
3. I will submit payment in the amount of \$100.00 to the Association as a rental fee for the Recreation Facilities no later than \_\_\_\_\_, 20\_\_\_\_\_. (two (2) weeks prior to event date).
4. I will make a reservation and clean up deposit in the amount of \$100.00 which is due and payable no more than seven (7) days after submission of this Agreement. I further understand and agree that this deposit will be used to pay for cleaning costs and any and all damages resulting to the Recreation Facilities, its contents, or any other portion of the Association property from my actions or any actions of persons present at, attending, or in any other way related to the Function. An authorized Association representative shall inspect the premises within forty-eight (48) hours after the keys are returned to him/her. I understand that any charges made against my deposit will be explained. If costs of repair exceed the amount of my deposit, I agree to pay the Association the full cost of all repairs within ten (10) days of receipt of a written explanation of the damages and a bill from the Association for such repairs. I agree that all deposits, fees, cleaning, and repair charges and any and all expenses incurred by the Association as a result of the use of the Recreation Facilities under this Agreement shall be considered an assessment and constitute a lien against my property and shall be fully collectible as provided for in the Association's Declaration and By-Laws.
5. I assume all responsibility, risks, liabilities, and hazards incidental to the activities applied for (including, but not limited to, the serving of alcoholic beverages), and hereby release and forever discharge the Association, its officers, directors, employees, agents, and members, present, past, and future from any and all claims, costs, causes of action, and liability for personal injury or death and damage to or destruction of property arising from my use of the Recreation Facilities and its appurtenances.
6. I agree to indemnify and hold harmless the Association, its officers, directors, employees, agents, and members, present, past, and future, from any and all claims, costs, causes of action, damages, and liabilities (including but not limited to attorney's fees) for any and all injuries, to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees, any member of the Association, or any other person which arise from or are in any way related to the above Function, activity, rental, or use of the Recreation Facilities.
7. I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to the Function and agree to be personally responsible for causing all such persons to comply with the Association's Declaration, By-Laws, and Rules and Regulations. I acknowledge that violation of any provision of the Association's Rules and Regulations, Declaration, or By-Laws by any person present at, attending, or in any other way related to the Function, may, in the sole discretion of the Association's Board of Directors, result in forfeiture of my deposit.
8. I understand that I am being granted the exclusive use of the Recreation Facilities for the time period described above, subject to the right herein reserved by the Association to enter the Facilities and terminate my use thereof should the conduct of any person using the Facilities endanger the health, safety, or well-being of any person or constitute a threat to any property.
9. I am a member of the Association, at least twenty-one (21) years of age, have no unpaid fees due to the Association, and will be in attendance at the Function at all times during the Function. I hereby agree and represent that the Recreation Facilities will be used for lawful purposes only and that if any conduct at the Function I am sponsoring violates federal, state, or local laws or ordinances, my rights to use the Recreation Facilities under this Agreement shall terminate and the Association shall have the right to take possession of the Recreation Facilities and instruct my guests to leave the property.
10. I agree to return the Recreation Facilities' key(s) to the Scheduling Office at the Plantation House on or before 10:00 am the next business day after the Function.
11. I agree that cancellation of the Function must be made no later than two (2) weeks prior to the event in order to receive a complete refund of the fees. Less than two (2) weeks notice will result in a forfeiture of fifty percent (50%) of the deposit. December cancellations will be charged seventy-five percent (75%) of the deposit if cancelled less than four (4) weeks before the date, fifty percent (50%) if cancelled four to six weeks before the date.
12. Subject to those deductions provided for in this Agreement, the deposit will be refunded in whole or in part by mail.

