

CLUBHOUSE RENTAL AGREEMENT

Society Hill Condominium Association (hereinafter "SHAMCA") hereby grants the unit owner listed below the right to use the clubhouse located at Society Hill Condominium, Merrimack, NH, (specifically excluding the use of the swimming pool and pool deck) for the event as stated below (hereinafter "Event"), upon the following terms and conditions:

1. The fee for this Permit is Seventy-five and no/100 dollars **(\$75.00)** which will be due and payable by Rentee to SHAMCA upon execution of this permit. An additional fee of \$15.00 must be paid if the fireplace will be used. This fee is non-refundable and must be received with the clubhouse permit form at least one week prior to the scheduled rental.
2. Rentee shall deposit with SHAMCA upon the execution of this Permit the sum of Two Hundred Fifty and no/100 dollars **(\$250.00)**, the receipt of which is hereby acknowledged by SHAMCA as a security deposit to be applied against any loss or damage to the Clubhouse or its' furniture, fixtures and incurred fines. Costs exceeding \$250.00 will be assessed to the account of the unit owner. Failure to return the clubhouse key will necessitate the complete re-keying of the clubhouse facilities, the cost of which will be assessed to the unit owner.
3. All clubhouse rentals are permitted at the discretion of the Board of Directors and its' Managing Agent. The Board of Directors and Managing Agent reserve the right to refuse the rental of the Clubhouse facilities to any member. Furthermore, the clubhouse may only be rented by Unit Owners (not renters). The Unit Owner renting the Clubhouse must be present at the function. The Unit Owner must be in good standing and current on all condo fees.
4. Clubhouse functions are limited to 40 people. The Unit Owner renting the Clubhouse is responsible for informing guests where to park. A charge of \$25.00 will be fined to the Rentee for each guest vehicle parked in a resident space. In addition, vehicles may be towed at the owners' expense.
5. Rentee agrees to surrender the Clubhouse in good clean and orderly condition without damage to the Clubhouse or its' furniture or fixtures. Do not use tape on the walls as it can damage the paint. Rentee must vacuum.
6. Rentee must use the Clubhouse in an orderly manner without interference to Condominium Unit Owners of Society Hill. Entry to the clubhouse is permitted only on the day of the function. Prior day set-up and day after clean up are not allowed. No loud or offensive noises or other disturbances will be permitted. **Use of the swimming pool in conjunction with a clubhouse rental is prohibited.**
7. SHAMCA shall not be liable for any loss, injury, or damage to any person or property which may be suffered or sustained by Rentee or by any other person that may be using the Clubhouse during the event pursuant to this Permit.
8. No Smoking will be allowed inside the clubhouse. Smoking waste may not be discarded on Association grounds.
9. Rentee agrees to hold SHAMCA harmless from and indemnify SHAMCA against, to the extent permitted by law, any and all injury, loss or damage and any and all claims for injury, loss or damage, of whatever nature, caused by or resulting from the use of the Clubhouse by Rentee and its' guests and invitees.

The Permit will be governed by the Laws of the State of New Hampshire and cannot be modified except in writing.

AGREED BY:

NAME SIGNATURE

RESIDENT NAME (please print) ADDRESS PHONE #

TYPE OF FUNCTION: _____ DATE OF FUNCTION: _____

TIME OF FUNCTION: _____ TO _____ NUMBER OF PEOPLE: _____ (up to 40 people)