

Shawnee Hills Property Owners Association, Inc.
Max Powers Community Building Rental/Use Contract
Maximum Occupancy with Chairs 287 with Table and Chairs 134
Non Smoking Facility

The outside pavilion is not part of the Community Building rental/use contract.

This contract is for the Community Building and the Deck Area only.

1. All lake organizations clubs (Aerobics Club, Community Club, Garden Club, Boat and Water Ski Club, Quilt Club) and SHPOA functions take precedence over all other functions, without charge. Nonprofit groups may be accommodated without charge on an as available basis. Weekend dates may only be reserved two weeks in advance of meeting date by nonprofit groups. Groups other than strictly a lake organization having a fundraiser of any type will be required to pay the standard facility charge. The SHPOA Board of Trustees reserves the right to approve or not approve any rental or other use of the facility.
2. All requests for the use of the building must be done by a SHPOA member in good standing and assumes responsibility for the group and the building, and **the member must be present during the entire function.** The requesting member must show their membership card at the time the deposit is paid.
3. All requests for the use of the building must be made through a representative appointed by the Board of Trustees of the SHPOA. The rental fee and deposit must be received five (5) days after the contract is received by mail. No rain dates without a deposit will be scheduled. All decisions made by the SHPOA representative will be final.
4. The outside pavilion **IS NOT** included as part of the building rental or reservation by a non-rental group referenced in Paragraph 1. **The pavilion area is open to the community at all times.** The outside deck facing the lake is included.
5. Free-standing props only may be used. **No decorations of any type shall be affixed in any manner to the permanent structure or existing decorations of the building.** The cost of repairing any damage to the building or furnishings beyond normal wear and tear must be paid for by the SHPOA member requesting the building.
6. The SHPOA, Inc. will not be responsible for any accidents, mishaps or theft to any of the group while making use of the building or parking area.
7. The SHPOA member signing for the building agrees to reimburse the SHPOA for damage, legal fees or claims arising from accidents, thefts, or mishaps to the group making use of the building.
8. The following fees and times will prevail:
 - a) 12 hour rental 10 am to 12 am: \$250.00 rental fee plus a \$200.00 deposit. During the months of October through April an additional \$50 rental fee will be accessed. The \$200.00 deposit will be refunded after clean-up and upon inspection by the SHPOA representative. The signing member is responsible for clean-up of all areas used (rented or not rented), to include outside the building (parking lot, grass areas, pavilion, etc.)
 - b) Normal clean-up must be completed within 2 hours of rental time ending (unless prior approval by the SHPOA representative is given).
 - c) **Failure to clean-up to the satisfaction of the SHPOA representative will result in a \$25.00 minimum deduction from the deposit to a maximum of \$200.00 (entire deposit).**
 - d) All trash must be placed in the trash dumpster.
 - e) There will be a \$10.00 cancellation fee if cancellation is not made seven (7) days prior to the reservations date.
 - f) No private event is to continue past 12:00 am. In addition, it is mandated that the noise level during the event be maintained within a reasonable level so as not to create a nuisance to the neighborhood homes.
9. All violation of Rules and Regulations or flagrant misuse or abuse of property will subject the group and signer to additional charges for damages and/or suspension of privileges.

The undersigned SHPOA member has read, understands, and agrees to the conditions of this contract.

Association Member Name (Print) _____

Association Member Signature_____ Date_____

Address_____City_____Lot #_____

Telephone Number_____ Email address_____ Copy of Rules Received_____

Date and Time Requested_____/_____/_____ Amount of Deposit_____

Date and Amount of Refund_____/_____/_____ Board Member Approval_____