

FACILITIES RENTAL AGREEMENT

This Facilities Rental Agreement ("Agreement"), is entered into on _____, by and between Bent Tree Homeowner's Association, of 13990 Walking Stick Way, Strongsville, Ohio 44136 ("Lessor") and _____, of _____, _____, N/A _____ ("Lessee"). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

GRANT

Lessor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Lessee a license to use Bent Tree Pavilion ("Facility") for the _____ ("Event") to be held on _____ at _____.

DATE/TIMES OF PERMITTED USE

Access to the Facility for the Event will commence at 8:00 AM on the date of the Event and will end at 11:00 PM.

This agreement specifically does not include the Bent Tree Association pool. If the pool is open during the rental period, it will be available to members, their families and guests, according to current guest limitations.

RENTAL FEE

Lessee shall pay to Lessor as a rental fee for the use by Lessee of the Facility, the sum of \$75.00, plus all other charges to be paid by Lessee under this Agreement (the "Rental Fee"). The balance of the Rental Fee shall be paid in full upon booking. A credit card number must be kept on file in the event of any damages.

INDEMNIFICATION

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

"AS-IS" CONDITION

Lessee agrees to accept the Facility in its "as-is" condition "with all faults".

ASSIGNMENT AND SUBLICENSING

Lessee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than Lessee.

TERMINATION

Lessor may terminate this Agreement based upon any one or more of the following events:

- A. Failure of Lessee to pay the Rental Fee or any other charges due hereunder when the same is due;
- B. Lessee fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to Lessor by law or in equity, Lessor may, with or without further notice, forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of Lessor or its agents in so doing, without evidence of notice or resort to legal process or

becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

INTERFERENCE

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by Lessor or others in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Lessor in maintaining the Building.

RESTORATION

Lessee agrees that the Lessee will keep (restore) said pavilion and adjacent areas in (to) a clean and orderly condition. This shall include sweeping the pavilion's concrete floor, picking up all trash or rubbish deposited by the Lessee or guests thereof, and properly disposing of all trash and rubbish collected. Trash must be removed from receptacles, an empty bag placed in the receptacle and all trash bags removed from the common area and stored securely in the trash pen adjacent to the pool house.

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Lessee's exercise of its rights under this License, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor.

CANCELLATION

Lessee may cancel this Agreement at any time up to 90 days prior to the Event Date by providing written notice of such election to Lessor, at no cost to Lessee. If Lessee shall elect to so cancel this agreement after 90 days prior to the Event Date, Lessee will be charged 100% of the Rental Cost and any expenses incurred in good faith by Lessor in preparation for Lessee's use of the Facility.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of Ohio.

SIGNATORIES

This Agreement shall be signed by _____ on behalf of Bent Tree Homeowner's Association and by _____.

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

LESSOR

Bent Tree Homeowner's Association

By: _____

Date: _____

LESSEE

By: _____

Date: _____
