

BLACK BEAR FALLS HOMEOWNERS ASSOCIATION CLUBHOUSE EVENT LEASE AGREEMENT

For bookings please contact: HOA Management Group by: Fax: (865) 286-9170, Email: office@hoagrouptn.com or Phone: Office (865) 286-9168

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Name (printed)		Date of Birth:	
Home Phone: ()		Cell Phone: ()	
Work Phone: ()		Email	
Type of Event			
Dates of Rental:			
Start Time:	End Time:		

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LEASING CONDITIONS

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Clubhouse Hours of Operation: Daily 11:00 A.M. to 9:00 P.M. The clubhouse facility must be cleaned and vacated immediately following the event, including disposal of all food, placing all trash in bear proof trash receptacles, and putting away any tables/chairs used for your event. Any changes to the rental hours disclosed above must be approved prior to the reservation and may be subject to a rate adjustment.

Rates: Rental fee is \$250.00 a day (11:00 A.M. to 9:00 P.M.). If you are an owner in the resort or renting a cabin in the resort at the time of your event please notify us to receive a preferred rate. This agreement will not be considered effective nor will the lease date be reserved until receipt of rental fee and damage deposit is received. Please make payment by credit card. Lessee must be 26 years of age or older. A photo copy of the lessee's drivers license is required at time of payment. A credit card information will be kept on file until the clubhouse is inspected after the event and found to be in acceptable condition.

Damage Deposit/Cleaning Fee: There is a damage deposit of \$100.00 and a non refundable cleaning fee of \$70.00. A walk through and freshening of the clubhouse facility will be conducted by a staff member prior to your event. A walk through and cleaning of the facility will be conducted by a staff member after your event. Should the facility be left in its prior approved condition the damage deposit of \$100.00 will be returned to the lessee. Should there be any damages, discrepancies, or violations the damage deposit in its entirety will be retained. In the event that the lessee leaves the facility in a condition that requires more than a standard re-inspection/cleaning, the lessee will be liable for repairs and hourly charges for time expended by the BBFHOA personnel in connection with redemption efforts concerning the facility. This may include but is not limited to the following: putting back table and chairs, contractor coordination, subsequent inspections, garbage, cleaning, etc.

Occupancy/Use: Maximum capacity of the clubhouse is 65 persons.

Clubhouse Amenities: Lessee will have exclusive access to the kitchen area and main clubhouse room. The pool area is open to all guests of the resort and cannot be privately reserved. Bathroom facilities are shared with pool guests during seasonal pool hours of operation.

Clubhouse Etiquette: Children should be closely supervised due to proximity to the pool and traffic in and around the parking area. No pets are permitted in the clubhouse or pool area. No glass bottles are permitted in the pool area. Please be considerate of resort guests and keep noise to a respectful level. Noise violations will be addressed by the Gatlinburg Police Department as well as being addressed with the Lessee by Black Bear Falls HOA.

In Case of Emergency: Please call 911. You man also contact the Gatlinburg Police Department at (865) 436-5181 and/or the Gatlinburg Fire Department at (865) 436-5112.

Requirements & Restrictions: A. The lessee accepts complete responsibility for the facility and parking area during rental agreement period, and is responsible for leaving the facility and the parking lot in the same condition as it was prior to use by the lessee. B. The lessee is entitled to inspect the clubhouse prior to use. The condition of the facility will be inspected by a staff member following the event. C. This is a **smoke free facility**; any evidence of smoking inside the facility will result in forfeiture of the entire damage deposit.

Lessee Responsibilities: A. The lessee will be held responsible for the conduct and supervision of his/her guests. B. Any use of the facility must be strictly in accordance with all applicable BBFHOA Rules and Regulations as well as all laws and ordinances of the City of Gatlinburg C. Any sale or resale of alcohol is strictly prohibited. D. Any disturbance resulting in a legitimate complaint will be cause of the immediate termination of the lessee's use of the facility. Future use of the facility by the lessee, if granted, will be subject to any special security provisions deemed necessary by the General Manager. E. The lessee agrees to hold harmless the Black Bear Falls Homeowners Association and HOA Management Group, Inc. from any and all liabilities and actions by the lessee and his/her guests resulting from the use of the clubhouse and its facilities. The BBFHOA and its Management will not be held responsible for any loss or damage to any personal property of any kind.

I have read the entire Lease Agreement and the Rental Policies & Procedures and will abide by all stated requirements. I understand that any discrepancy, damage or violation of these requirements by myself, the Lessee, or any of my guests may result in the loss of my damage deposit, immediate termination of my privileges under this Lease and/or suspension of my future use privileges.

Signature of Lessee	Date
Address to send deposit refund:	
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Once the form has been read and completed please return to the HOA Management Group by: Fax: (865) 286-9170, Email: office@hoagrouptn.com or Post: 520 Grace Avenue, Sevierville, TN 37862. Please contact the HOA Management Group at: Office (865) 286-9168 or email: office@hoagrouptn.com for any questions.