

EVENT SPACE RENTAL AGREEMENT

for

The Villages at Baxter Ridge Pool

THIS AGREEMENT (the "Agreement"), made as of this ____ day of _____, 20 ____, by and between The Villages at Baxter Ridge Homeowners Association (the "Owner"), whose business address is

1807 Baxter Ridge Drive,
Chesterfield, Missouri 63017

and

(Name) _____ (the "Renter")

(Address of the Renter): _____, Chesterfield, Missouri 63017

(Telephone number(s) of the Renter): Home _____ Cell _____ Office _____

collectively, the Parties.

The parties agree as follows:

Space Rental

Owner hereby grants a limited and revocable license (the "License") to the Renter to use the following space: The Villages at Baxter Ridge Pool (the "Space") on the Event Date & during the hours specified under this Agreement.

Event

The Renter shall hold the following Event: _____ (the "Event") on the _____ day of _____, 20 ____ (the "Event Date"), between the hours _____ and 11:30 PM CT (the "Rental Period") and must vacate the Space no later than 11:30 PM CT. Approximately _____ guests (not to exceed seventy-five (75)) will be in attendance. Renter is authorized to use the Space to hold the Event, and for no other purpose.

Fees

Renter shall pay to Owner a total fee of \$ _____ (the "Fee"), according to the following schedule, for the use of the Space.

DAY OF EVENT	RENTAL RATE
Monday-Thursday	\$ 75.00
Friday-Saturday-Sunday	\$100.00

Security Deposit

Renter shall pay to Owner a security deposit of **\$200.00** (the "Deposit"), upon the execution of this Agreement.

(continued)

Space Specifications

Owner grants to Renter the following amenities at the Space: Pool, bathhouse and all contents within these areas.

Guests

If any of the Guests are under the age of 21, the Renter will provide, at their own cost, lifeguards as outlined in the Pool Rental Lifeguard Addendum.

Disclaimers

The Space shall be provided by the Owner as-is and Owner makes no warranty regarding the suitability of the Space for Renter's intended use.

Condition

After the completion of the Event, the Renter shall leave the Space in the same or similar condition as received from the Owner.

Damages

Beyond ordinary wear and tear, Renter shall be responsible for any and all damage caused by Renter's use of the Space. Renter shall arrange for the repair of any such damage. In the event if Renter does not make any necessary repairs, Owner shall arrange for the same at Renter's expense.

Cleanup

Renter will be responsible for cleaning the Space as described in Item #17 of the Pool Rental Agreement Addendum at the conclusion of the event.

Right of Entry

Owner shall have the right to enter the Space at any time for any purpose, including any emergency that may threaten damage to Owner's property, or injury to any person in or near the Space.

Indemnification

Renter hereby indemnifies and holds harmless Owner from any damages, actions, suits, claims, or other costs (including reasonable attorney's fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the Space, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents. Renter shall notify Owner of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury.

Revocation

Owner shall have the right to revoke the License at any time prior to the Event Date, provided it gives Renter prior written notice of revocation. In the event that Owner revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, Owner shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.

Cancellation

Renter may cancel the Event by notifying Owner seven (7) calendar days or more before the Event Date. In such an event, Owner shall refund to Renter the full amount of the Rental Fee and the Deposit. If the Event is cancelled within seven (7) calendar days of the Event Date, Owner shall have the right to retain the full Deposit. In case of inclement weather, the pool party must be cancelled two hours prior to the scheduled party time in order to receive a refund.

(continued)

Assignment

Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.

Governing Law

This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Missouri, without regard to conflicts of law principles.

Entire Agreement

This Agreement constitutes the entire agreement between Renter and Owner, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

The undersigned has read the terms and conditions of this Agreement and agrees to abide by same, as well as all rules and regulations per the Addendum(s), which Addendum(s) is made a part hereof.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

Renter

Date

The Villages at Baxter Ridge Homeowners
Association Representative

Date