

## CASCADE FALLS CLUBHOUSE USE AGREEMENT

WHEREAS, the Cascade Falls Clubhouse ("Clubhouse") is an amenity that has been constructed by the Developer to serve and to benefit the Cascade Falls Subdivision and its residents; and

WHEREAS, under the terms and conditions of the Declaration of Covenants and Restrictions for the Cascade Falls Subdivision ("Subdivision") of record as Instrument No. 200407900009299 in the Register's Office for Knox County, Tennessee ("Declaration"), the Clubhouse is to be transferred to a not-for-profit Homeowners Association ("Association") formed by the Developer; and

WHEREAS, it is in the best interest of the residents to insure that the use and maintenance of the Clubhouse is preserved for the benefit of the residents of the Subdivision until a Board of Directors for the Association is appointed by the Developer; and

WHEREAS, the Developer has caused a not-for-profit corporation named the Cascade Falls Homeowners Association, Inc. to be duly formed pursuant to Title 48, Chapters 51-68 cited as "Tennessee Not For Profit Corporation Act" of the Tennessee Code Annotated and has transferred title to the Common Area property upon which the Clubhouse has been constructed to the Association; and

WHEREAS, the Undersigned is a resident of the Subdivision and desires to use the Clubhouse for a special event for the Undersigned and the Undersigned's invitees.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the payment and receipt of which is acknowledged by the Undersigned, the Undersigned hereby agrees as follows:

1. Payment of Use Fee. Undersigned shall pay a Use Fee in the amount of **One-Hundred Dollars (\$100.00), \$50 of which is non-refundable**, the other \$50 to be voided or returned (please specify) within 1 week of use. The Use Fee shall be paid no later than one week prior to the reservation of use of the Clubhouse and shall be retained by the Developer for the benefit of the Association in the operation, maintenance, and/or repair of the Clubhouse. **Payment should be made out and mailed to:**

**Cascade Falls, LLC  
1940 Cascade Falls Lane  
Knoxville, TN 37931**

2. Supervision of Minors. The Undersigned shall supervise or make arrangements for the supervision of all minors under the age of twelve (12) years, including but not limited to, the arrangements for said minors to use plastic plates, cups, and utensils in lieu of those maintained in the Clubhouse.

3. Clean-up. The Undersigned shall provide the labor and shall clean the Clubhouse within twelve (12) hours from the time of use of the same. The Developer and/or Association shall provide the necessary cleaning materials.

4. Cancellations. The Undersigned shall notify the Developer/Association of the cancellation of a scheduled event at least twenty-four (24) hours in advance of any event that is scheduled for Monday through noon on Friday. For any event scheduled for Six (6) P.M. on Friday through Sunday, notice of cancellation shall be given at least forty-eight (48) hours in advance. In the event that the Undersigned fails to comply with the notice requirement, then one-half (½) of the User Fee shall be retained by the Developer/Association for use in accordance with Section 1 above.

5. Liability, Payment for, and Making of Repairs. In the event the Clubhouse is damaged during use by the Undersigned, then the Undersigned shall be liable for the repairs and shall pay for the same by making payment to the Developer/Association. The repairs shall be made by the Developer/Association or by the person or entity selected by the Developer/Association.

6. Assumption of Risk. The Undersigned and the Undersigned's invitees shall assume the risk for personal injury and/or other damages that are incurred, sustained, or otherwise result from or arise out of the use of the Clubhouse and any and all other amenities contained on the Common Area property. The Undersigned shall be responsible for informing the Undersigned's invitees of such assumption of risk.

IN WITNESS WHEREOF, the Undersigned acknowledges that he/she has read, understands, and agrees to the terms of the Agreement and executes the same this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Undersigned

**DATE OF RENTAL:** \_\_\_\_\_