



We Strive To Become a Model Estate Creating a Harmonious, Secure and Safer Living Environment

CLUBHOUSE HIRING AGREEMENT

I, the undersigned, _____, in my personal capacity, of _____ which address I choose as *domicilium citandi et executandi* for purposes hereof ("the Hirer") do hereby confirm that I am desirous of hiring the Mooikloof Ridge Clubhouse, situate at the Mooikloof Ridge scheme ("the Clubhouse") and confirm that I have read the rules and/or conditions of hiring the Clubhouse and/or surrounding areas, set out below and which I have initialled for identification purposes and furthermore I declare that I am personally bound by the conditions set out below, no matter that a breach of such conditions occurs due to an act and/or omission of a third party.

THUS DONE AND SIGNED at _____ on this _____

Signatures:

Hirer bank details

Hirer: _____

Bank: _____

Estate Manager: _____

Branch: _____

Acc No: _____

Full details of hirer:

Branch code: _____

Complex name: _____

Unit No: _____

Cell No: _____

Name of Person: _____



Banking Details

Payment for booking of Clubhouse

BANK : FNB

ACC. HOLDER : Pretor Estates

ACC. NO. : 514 242 794 08

BRANCH CODE : 251445

REFERENCE : **SMKR43005X**

Details on Fax

Details for returning deposit

Complex Name: _____

Bank: _____

Unit no: _____

Acc. holder: _____

Cell no: _____

Acc.no: _____

Name of Person: _____

Branch code: _____

Please note:

Only residents/owner are allowed to rent the Clubhouse

Music played at the Clubhouse shall cease at the following times:

Monday – Thursday 20:00

Friday & Saturday 22:00

Clubhouse shall be vacated and locked by the hiring person no later than the following times:

Monday – Thursday 21:00

Friday & Saturday 23:00

Clubhouse will not be rented out on Sundays

1. The use of glass bottles and/or glasses and/or any breakable articles in the swimming and/or paddling pool and/or parking areas is prohibited.
2. The use of any alcoholic substances in the swimming and/or paddling pool and/or parking areas is prohibited.
3. People using the swimming and/or paddling pool must be properly attired in a proper swimming costume and the swimming in underwear and/or in the nude is prohibited.
4. All children under the age of 12 years must be accompanied by an adult when they are using the swimming and/or paddling pool and no adult may use the paddling pool unless accompanying a child.
5. The toilets must be kept clean and tidy at all times.
6. Over and above what is set out in above, the use of the clubhouse by members is specifically subject to the following rules:
 - 6.1 Anyone intending to use the clubhouse shall book the clubhouse in accordance with the procedures set out by the HOA and shall pay a partly refundable deposit of R3000,00 (THREE THOUSAND RAND) ("the Hirer").
 - 6.2 The balance of an amount of R2 000, 00 (TWO THOUSAND RAND) of the abovementioned partially refundable deposit shall be refunded to the Hirer after the following amounts have been deducted:
 - 6.2.1 Any damages caused to the clubhouse been rectified. Should the costs of repair to such damages exceed the balance of the deposit, the Hirer shall, upon written notification, become liable for any such additional costs; and
 - 6.2.2 Any fines and penalties payable by the Hirer been deducted.
 - 6.3 Notwithstanding what is set out in 6.2 above, any non-compliance with these rules will result in the forfeiture of the entire deposit; however, such forfeiture shall not result in the Hirer being absolved from the payment of any damages that may have been caused to the clubhouse and/or penalties for which he/she is liable.
 - 6.4 Music may be played in the clubhouse subject to the following restrictions:
 - 6.4.1 The playing of music shall be in the most considerate way possible and in such a way as to not cause a nuisance to other residents.
 - 6.4.2 Should the stated music be deemed to be causing a nuisance and the Hirer is notified by a representative of the HOA/Estate Manager and he fails to rectify the situation immediately, the HOA may cut the electricity and impose the forfeiture set out in 6.3 above together with any penalty that the HOA representatives/Estate Manager may deem appropriate. (Basic guide lines, but not limited to: Noise – R 1 000, Not keeping to rules – R 500, Not out in time – R 1 000, Clubhouse dirty – R 500)
 - 6.4.3 The playing of music in the clubhouse shall cease at the following times:
 - 6.4.3.1 Friday and Saturday - 22:00
 - 6.4.3.2 Monday to Thursday - 20:00
 - 6.4.4 The clubhouse shall be vacated and locked by the Hirer by no later than the following times:
 - 6.4.4.1 Friday and Saturday - 23:00
 - 6.4.4.2 Monday to Thursday - 21:00
 - 6.4.5 The keys to the clubhouse shall be returned to the HOA's representative by the Hirer by no later than 10:00 on the day immediately following the day that the clubhouse was hired.
 - 6.4.6 Without exception the use of bicycles, skateboards, roller blades and/or roller skates in the clubhouse is prohibited
7. The Hirer agrees to the jurisdiction of the magistrate's court in terms of section 45 of Magistrates' Court Act 32 of 1944 for the recovery of any amount due in terms hereof.
8. Should the HOA incur costs in the collection of any damages to the Clubhouse and/or surrounding areas, the Hirer shall pay such costs on the attorney-and-client scale.