

WYNFIELD FOREST HOMEOWNERS ASSOCIATION
Clubhouse Rental Agreement



Rental Fee:
\$50.00 fee Mondays through Thursday
\$75 fee for Fridays, Saturdays and
Sundays
plus \$100.00 refundable security
deposit

For Clubhouse Reservations Contact:
Mary Hunt 704-948-6006

The clubhouse hours are from 7:00am to 1:00am (unless permission is granted by the clubhouse reservations manager).

Name of Homeowner(s): _____

Address: _____

Phone Number: (Home): _____ (Work): _____

Day and Date Requested: _____

Time of Party: (from) _____ (to) _____

Number of People: (Adults): _____ (Children 1-13 yrs.): _____

Rental Fee: \$ _____ Security Deposit Fee: \$100.00

- Two separate checks for rental fee and security deposit are required. Make checks payable to Wynfield Forest Homeowners Association.
- Deliver checks and Rental Agreement to Mary Hunt, 16007 Wynfield Creek Parkway, at least five (5) days prior to rental date.
- Clubhouse key will be placed in the lockbox to the right of the front door of person taking reservations. You can pick up Clubhouse key one day prior to your event.
- Return clubhouse key within 24 hours to Mary Hunt (16007 Wynfield Creek Parkway)

Rental Provisions

- The clubhouse facilities may be rented for private parties/meetings sponsored by Wynfield Forest Homeowners. (Persons who live outside of Wynfield Forest cannot rent the clubhouse.) All clubhouse rentals are limited to a maximum attendance of 100 people. The sponsoring Homeowner(s) must be present for the duration of the party.
- The clubhouse is a non-smoking facility.
- The Wynfield Forest HOA reserves the right to grant or deny rental of the clubhouse. Homeowner Association functions shall take precedent over private parties.
- Furniture must not be removed from premises.
- The Clubhouse Reservations Manager will officially reserve the requested facility subject to availability upon receipt of a rental check, security deposit check, and a signed Clubhouse Rental Agreement.
- The clubhouse may be rented by a homeowner on behalf of a business such as Tupperware, Creative Memories, BeautiControl, etc. for the primary purpose of generating income from Wynfield Forest residents only.

Refund of Deposit Policy

After your function, the Clubhouse should be cleaned *immediately* in accordance to the “After Party Checklist” (see attached). The security deposit check will be destroyed upon confirmation by a Clubhouse Committee Member that the facility was left clean and in good condition, and that the keys were returned. If the Clubhouse is not cleaned properly, a courtesy call will be made to request additional cleaning. If the request for additional cleaning is not honored, a cleaning fee will be deducted from the security deposit.

ANY COSTS INCURRED IN CLEANING OR REPAIRING THE FACILITY WILL BE DEDUCTED FROM THE DEPOSIT. BY SIGNING THIS AGREEMENT, THE HOMEOWNER/RENTER HEREBY AGREES TO BE RESPONSIBLE FOR ANY AND ALL COSTS INCURRED IN REPAIR OF THE FACILITIES TO ITS CONDITION PRIOR TO THE SUBJECT EVENT, WHICH SHALL NOT BE LIMITED TO THE AMOUNT OF THE DEPOSIT.

Animals:

Animals of any kind except for Service Dogs are not permitted inside the Clubhouse.

Alcoholic Beverages

If any alcoholic beverages are to be sold, Homeowner(s) must obtain a limited special occasion permit or such other permit as may be required by the state ABC Commission.

If any alcoholic beverages are to be served, Homeowner(s) must provide proof of host liquor liability insurance with combined single limit coverage of \$1,000,000 with respect to injuries, deaths, or damages. This may be accomplished through a

general liability or excess liability (umbrella) rider to the Homeowner(s) policy, or through a separate policy, provided that the rider or additional policy specifically covers host liquor liability. Proof of such insurance must be delivered to Mary Hunt (16007 Wynfield Creek Parkway) at least one week prior to the clubhouse rental, or this rental agreement is subject to automatic termination by the Association.

The Clubhouse Committee has the right to deny any rental for any misuse of the clubhouse. The Committee also has the right to cash any deposits.

Will liquor be served at the subject event? Yes or No _____ (Initial Here)

If you do not have a separate signed contract for serving alcohol and it is found that alcohol was served, you will not be able to rent the clubhouse again, and your deposit will be cashed.

Pool/Pool Deck/Pool Bathhouse Usage

The Clubhouse Rental Agreement and associated fees do not entitle renter to any rights, privileges or usage of the pool area, including the large pool, baby pool, pool deck, pool bathhouse and pool deck furniture. A separate contract and fee schedule must be applied to use any of the pool facilities and must be arranged at least two weeks prior to desired date of event. See the Pool Committee portion of the Wynfield Forest website for pool usage guidelines, lifeguard requirements, rental contract, and fees.

Unless prior arrangements are made to rent the pool area, clubhouse glass doors opening to the pool deck must remain closed and locked during all clubhouse rentals and clubhouse guests are not allowed to use pool area facilities, including usage of the pool deck by non-swimmers. Violation of these policies is grounds for automatic termination by the Association.

Homeowner(s) acknowledges that his/her use of the facility is purely for the pleasure of Homeowner(s) and his/her guests and that neither Hawthorne Management Company, nor the Wynfield Forest Homeowners Association (the "Association"), has assumed any responsibility for, nor shall Hawthorne, or the Association have any liability for, the action or inaction of Homeowner(s) and his/her guests and invitees or for any injury, damage or loss any person may sustain while using the facility or in connection with or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any person while using the facility.

Homeowner(s) on behalf of himself, his heirs, successors and assigns, and on behalf of his/her guests and invitees, their heirs, successors, and assigns hereby releases Hawthorne Management and the Association and their respective officers,

directors, shareholders, agents, members, successors, and assigns of and from any claims which Homeowner(s), his or her guests, and invitees, now have or may hereafter have which are related in any way to any loss, damage or injury that may be sustained in connection with their use of the facilities or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in while using the facility.

Homeowner(s) on behalf of himself, his heirs, successors and assigns, agrees to indemnify, defend and hold harmless Hawthorne Management and the Association and their respective officers, directors, shareholders, agents, members, successors, and assigns against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, arising from the use of the facilities, including the buildings and sidewalks adjoining same, by the Homeowner(s), his or her guests, and invitees, or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any such person while using such facilities. In the event any action or proceeding is brought against Hawthorne Management or the Association, their respective officers, directors, shareholders, agents, members, successors or assigns by reason of any such claim, Homeowner(s) covenants and agrees to pay all costs of defense of such action or proceeding by counsel satisfactory to Hawthorne Management and the Association.

The foregoing indemnification and defense obligations shall not be conditioned upon the availability of insurance coverage and Homeowner(s) failure to obtain insurance coverage or the refusal of the insurer to pay any claim or otherwise assist Homeowner(s) in fulfilling such obligations shall not relieve Homeowner(s) of the indemnification and defense obligations set forth herein.

Homeowner(s) has read and is familiar with the provisions of this Agreement and the rules of the facilities and agrees to comply with same.

Your homeowner assessments must be paid in full prior to using the facilities.

Homeowner's Signature

Date



**WYNFIELD FOREST HOMEOWNERS
ASSOCIATION**

AFTER PARTY CHECKLIST

(THIS IS A NON-SMOKING FACILITY)

****** PLEASE DO NOT MOVE FURNITURE ******

HOSTING PARTY: Name: _____

Address: _____

Phone: _____

DATE OF PARTY: _____

TIME OF PARTY: Begin: _____ a.m. p.m.

End: _____ a.m. p.m.

- **ALL FURNITURE MUST REMAIN IN ITS PROPER PLACE AND IN THE BUILDING**
- **PICTURES OR ANY WALL HANGINGS SHOULD NOT BE REMOVED FROM WALLS**
- **TACKS, TAPE, NAILS, STAPLES OR OTHER SIMILAR ITEMS SHOULD NOT BE USED TO ADHERE ITEMS TO WALLS OR CEILINGS**
- **CLEANING SUPPLIES (CLEANERS, VACUUM, ETC.) ARE LOCATED UNDER THE KITCHEN SINK AND IN THE CLOSET NEXT TO THE MEN'S ROOM (the Clubhouse key unlocks the closet door)**

KITCHEN

_____ All appliances must be cleaned and wiped down and returned to their proper place.

_____ Kitchen cabinets and countertops clean

_____ Empty kitchen trash can/wipe down

_____ Refrigerator, microwave, stove/oven and sinks cleaned

_____ Remove all food/drink items from kitchen (any items left will be disposed of)

BATHROOM

_____ Bathroom countertop and floor cleaned

_____ Toilets flushed/wipe down

_____ Empty bathroom trash cans/wipe down

_____ Mirrors cleaned

CARPET/TILE FLOORS

_____ Vacuum carpet and tile floors; mop tile floors

MISCELLANEOUS

_____ Clean glass doors

_____ Glass table tops left clean and ALL FURNITURE IN ITS PROPER PLACE

_____ Make sure all doors to pool area are locked

_____ Turn heat down to 60 degrees or AC up to 80 degrees

_____ Turn off all lights. Turn off gas logs and all water faucets.

_____ Remove all personal belongings

_____ Return folding tables to closet next to Ladies Room (clubhouse key unlocks this closet)

_____ If the left front door is opened, please secure the door and make sure it is not movable before locking the doors.

ABOVE ITEMS COMPLETE:

Homeowners Signature

PLEASE LEAVE COMPLETED FORM ON THE KITCHEN COUNTER

REFUND OF DEPOSIT CHECK

YOUR \$100 DEPOSIT CHECK WILL BE DESTROYED AFTER ALL ITEMS ARE INSPECTED BY A CLUBHOUSE COMMITTEE MEMBER AND ARE DETERMINED TO BE IN COMPLIANCE. IF THE CLUBHOUSE REQUIRES ADDITIONAL CLEANING, YOU WILL BE CONTACTED. IF THE SITUATION IS NOT REMEDIED, A CLEANING FEE WILL BE DEDUCTED FROM YOUR \$100 DEPOSIT CHECK.

ALARM: ENTER CODE: DISARM 6506– EXIT CODE: AWAY

WHEN ENTERING THE CLUBHOUSE, YOU HAVE 1 MINUTE TO PRESS THE DISARM BUTTON AND PUNCH IN THE 4 DIGIT ALARM CODE TO DISARM THE ALARM. WHEN LEAVING, THE DOOR MUST BE CLOSED WHEN YOU SET THE ALARM. AFTER PRESSING THE “AWAY” BUTTON, YOU HAVE 1 MINUTE TO LOCK THE UPPER AND LOWER LOCKS.

ANY PROBLEMS WITH ALARM, CONTACT:

MARY HUNT @ (704) 948-6006

RETURN CLUBHOUSE KEY WITHIN 24 HOURS TO:

Mary Hunt – 16007 Wynfield Creek Parkway. Place the key in the lockbox to the right of the front door at the Hunt Residence.