

Waggoner Park Condominium Association

Clubhouse Rental Agreement

1. Fee: Each Waggoner Park Condominium owner renting the Waggoner Park clubhouse will sign a rental agreement and release prior to renting the clubhouse. The rental fee is payable in advance. The association cannot accept third party checks; only checks from the reserving owner will be accepted. A non-refundable fee in the amount of \$100.00 shall be paid, along with a \$300.00 refundable deposit. Check or money order is required; cash or credit card will not be accepted. A \$25.00 insufficient fund fee and a \$25.00 fine will be charged against the owner's account for all returned checks.
2. Cancellation Policy: If cancellation of a scheduled event occurs, the owner will forfeit the \$100.00 usage fee.
3. Change of Event Date: Once a date has been reserved and the contract and fees have been received in the office, the date of an event may not be changed.
4. Alcoholic Beverages: Alcoholic beverages may not be served to minors or intoxicated persons at the common area. According to Ohio law, a host of any social event where alcoholic beverages are served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole, or in part, from the host's negligence in allowing any intoxicated guest or attendee to be served alcohol.
5. Smoking: No smoking is permitted within the clubhouse at any time.
6. Animals: No animals are permitted in the clubhouse at any time.
7. Windows/Doors: The windows and doors may not be covered at any time.
8. Decorations: Decorations may be used but may not be attached to walls with nails, tacks, pins, etc. Clear tape only may be used and must be removed, along with all decorations, at the end of the event. The use of glitter is prohibited.
9. Signs: Only wire stake ground signs may be used to provide directions to your event. No signs are to be attached to any posts, signs, or other structures within the complex. All signs must be removed immediately following the scheduled event.
10. Owner as Host: Only one owner may reserve the clubhouse at any given time. The condominium owner must be present at the function for which the clubhouse is rented at all times and must be the primary host of the event. **Owners may not reserve the clubhouse on behalf of a third party.**
11. Pool and Fitness Center: The pool area and fitness center may not be rented for use by individual groups. Clubhouse guests are not permitted use of the pool or fitness center equipment. Use of the pool or fitness center is not included in this clubhouse rental agreement. The security deposit will be forfeited if this policy is not observed.
12. Music: Music, and/or any other noise, must be kept at a level so that it cannot be heard in the surrounding homes in the area. The homeowner using the clubhouse will be responsible for seeing that there are no loud noises from the guests either coming to or leaving the function at the clubhouse. The responsible party shall insure proper and appropriate behavior of his/her guests at all times. Failure to do so will result in the forfeiture of the security deposit.
13. Clean up of the Clubhouse: Renter must supply own cleaning supplies for cleanup of the clubhouse after an event. (i.e., trash bags, vacuum, mop, etc.) Cleanup must be completed before 11pm the day of the event. (See attached Clubhouse Cleaning Checklist for details.)
14. Damage: The homeowner will be responsible for any damage done to the clubhouse or its equipment.
15. Furniture: The furniture may not be moved. Any damage to the furniture will be the homeowner's responsibility. Damages to the furniture will be billed to the owner's account and/or deducted from the deposit.
16. Heat/AC: Renters may not adjust the heat or air conditioning.
17. Hours: The clubhouse rental hours are 11:00am to 11:00pm. All clubhouse guests must be vacated by 11pm. This time includes setup and cleanup. All functions may begin no earlier than 11:00 am and end no later than 11:00 pm, with no exception. In addition to the rental fee, a \$50.00 fine will be assessed to the renting homeowner for each half hour, or any portion thereof, if the clubhouse is not vacated by 11:00 pm. The clubhouse is not available for rental on holidays.
18. Occupancy Limit: No more than 60 guests are permitted in the clubhouse at any one time at any given function per fire code permits. All applicable city and fire codes apply.
19. Lock Doors: The owner or resident will lock the doors when the function is over. The doors to the clubhouse are never to be propped open for any reason. The manipulation of door locks to allow continuous access will result in the forfeiture of the security deposit.
20. Assumption of Risk: The condominium owner will assume full responsibility for any and all accidents or claims that may arise as a result of any accident or for any other reason in connection with the function or lease of the clubhouse by the owner. By signing this agreement, the said owner agrees to all rules stated in this rental agreement and agrees to withhold and abide by all stated policies. The responsible party also understands that Waggoner Park Condominium Association and Towne Properties will not be held responsible for any personal damage to them or their guests while the clubhouse is being rented.
21. Forfeiture of Deposit: The Association Board will provide written notification to the owner when the security deposit is held, fines are imposed, or there are charges for damages to the Association's property, such as the furniture or clubhouse. The owner will be given the opportunity for a hearing prior to the Association holding the deposit or imposing the charge. Should a violation of these terms be committed, the undersigned and all other occupants of the address below may forfeit their right to use of the clubhouse for a period of time deemed appropriate by the Association Board.

***Owner may be assessed additional charges for failure to adhere to all clubhouse rules.**

I, the renting homeowner, agree to abide by the above Terms of the Waggoner Park Condominium Association Rules and Regulations for private use of the clubhouse for the date and time listed below. I also acknowledge receipt of the Waggoner Park Condominium Clubhouse Cleaning Checklist and agree to follow the guidelines listed therein.

DATE OF RESERVATION: _____ TIME: _____ - _____
TYPE OF PARTY: _____ SIZE OF PARTY: _____
HOMEOWNER NAME: _____ FOB #: _____
ADDRESS: _____ PHONE: _____
HOMEOWNER SIGNATURE: _____

Remit two separate checks or money orders for the non-refundable rental fee of \$100.00 and the deposit of \$300.00 to: Waggoner Park Condominium Association, C/O Towne Properties, 777-A Dearborn Park Lane, Worthington, Ohio 43085. Checks should be made payable to: **Waggoner Park Condominium Association.**

Waggoner Park Condominium Association Clubhouse Cleaning Checklist

Please complete the checklist below after rental of the clubhouse to ensure that the facilities are left in satisfactory condition. **If all items are not completed, the deposit will be forfeited.**

- 1. Has the sweeper been run?
- 2. Are the kitchen floors clean, swept, and mopped (if necessary)?
- 3. Are all the tables, chairs, etc. returned to their original place?
- 4. Are all the tables and chairs that you used wiped off?
- 5. Are all bathrooms cleaned and the waste baskets emptied?
- 6. Is everything removed from the sink and all utensils returned to their proper place?
- 7. Is the refrigerator clean? (No food or ice left in the refrigerator or freezer.)
- 8. Is all the trash emptied and taken to the trash compactor?
- 9. Are fingerprints removed and cleaned off the glass doors and tabletops?
- 10. Have all decorations been taken down and all personal items removed?
- 11. Are all lights and electrical appliances turned off?
- 12. Are all doors locked?
- 13. Are all exterior signs, balloons, etc. removed and disposed of properly?
- 14. Has any trash or litter been removed from the outside grounds?

✓ An inspection shall be made prior to, and immediately after, use by a Board Member or a management company representative.

✓ Any costs incurred for damages shall be charged to the renting homeowner.

✓ The deposit amount of \$300.00 shall be returned following the use of the clubhouse providing all of these terms and conditions have been met.

Please leave the facility clean and orderly and looking as it did when your party arrived at the site.

If you need maintenance or urgent assistance for the clubhouse during your event, please contact the Board

via phone: **380-239-0409**

via email: board@waggonerpark.com

For medical, police, or fire emergencies, call 911.