



**Waterford Crossing Homeowners' Association
18881 Waterford Parkway
Strongsville, Ohio 44149**

CLUBHOUSE RENTAL AGREEMENT

Day of Week: _____ Rental Date: _____

Member Resident's Full Name (Please Print): _____

Home Address: _____

Phone Number: _____ Email: _____

Specific Purpose of the Rental: _____

Event Time: Begins at: _____ AM/PM Ends at: _____ AM/PM

Expected No. of Guests: _____ (Maximum 75 people per Local Fire Code)

RENTAL RATE - \$150.00* (CASHED UPON RECEIPT) Clubhouse Rental Check No: _____

Will you be using the Pool? () YES () NO () UNSURE AT THIS TIME

*Does not include Lifeguard cost if needed. Homeowner will be billed separately by Metropolitan Pools for the cost.

If you will be using the pool with more than 5 guests or after regular pool hours (12:00 PM to 8:30 PM) you will need to contact Metropolitan Pools Works at 216-741-9451 to be billed separately for this service (3:00 PM to 11:30 PM). Failure to do so may result in not being to access the pool. Please remember that Homeowner association residents and their guests will still be using the pool at this time. Guests may not take over the pool or encourage Waterford Crossing residents to leave. Lifeguards have been given the full enforcement authority as representatives of the Board of Directors. Only approved Lifeguards under contract to Waterford Crossings HOA are permitted.

Music **MUST** end by 12:00 AM and your event **MUST** end by 1:00 AM. Cleanup is to be completed by 2:00 AM. Everyone **MUST** be out of the building no later than 2:00 AM. **NO EXCEPTIONS**

Alcohol Service: () NO () YES – Please complete the below information.
() Provided and served by homeowner and guests. (Refer to Liability Release)
Vendor: _____ Liquor License Number: _____ Phone: _____

Alcoholic beverages may not be taken outside of main party room. It is the responsibility of the resident renting the facility to inform their guests and enforce this policy.

Food/Entertainment Vendors: () NO () YES – Please complete the below information.
Vendor: _____ Phone: _____

Please mail COMPLETED RENTAL PACKET (**ALL 5 pages**) along with your **\$150** RENTAL CHECK to:
**Waterford Crossing Homeowners' Association
18881 Waterford Parkway
Strongsville, Ohio 44149**

*Please be advised we operate on a first-come, first-served basis and we cannot place holds at this time.
Once payment and contract is received, you will receive an email from the Clubhouse Manager confirming your rental date. Your name will also be on the website calendar.*

Waterford Crossing Homeowners' Association
18881 Waterford Parkway
Strongsville, Ohio 44149

Clubhouse rentals are a privilege reserved for Waterford Crossing residents only and **not** friends, relatives or the general public. Activities are limited to family entertainment and recreation. Cancellations made at **least 45 days** in advance will receive a full refund (rental fee of \$150.00). A \$50.00 fee will be charged when cancellations are made with less than 45 days' notice. **Residents renting the facility must be present at all times and are responsible for the conduct of guests and any damage.** Inspections are done before and after each party, with a checklist covering the entire facility. Fire code capacity is 75 people.

As a Member resident, you may rent our Clubhouse for private parties. Due to heavy rental activity, it is suggested that you plan your dates well in advance. **No more than 13 months in advance.** You can check available dates on our Rental Calendar located on www.wcho.org.

When situations require use of the space on short notice (within 30 days), please email the Waterford Crossing Clubhouse Manager at -
WCClubhouse@gmail.com.

CLUBHOUSE NON-POOL RENTALS - fee is \$150.00 (anniversaries, baby or wedding showers, retirements, etc.) and may begin at any time during the day. Our Clubhouse is available for rent weekends, weekdays and weeknights for events. We suggest booking as far in advance as possible, especially for Holiday parties. **No more than 13 months in advance.** Member Residents who rent as a Non-pool rental may not use the pool for their guests, even after 5:00 p.m. Any use of the pool for a Non-Pool Rental violates the rental contract and can result in a \$250.00 fee assessed, as it is a safety issue for the association.

CLUBHOUSE RENTAL WITH POOL ACCESS - Pool Access may begin as early as 3:00 PM, but must share the pool with residents during regular hours of operations. Parties that end during regular hours of operations are charged for any additional lifeguards by the pool contractor. The Member resident assumes the cost of lifeguards, and shares the pool with residents the entire time of the rental. Parties may go two hours beyond regular hours of operation no later than 11:30 PM, which provides up to two hours of private pool time; the Member resident assumes all of the cost of lifeguards during this two-hour period.

No pool parties are allowed unless the Clubhouse is rented and additional life guards are contracted for through Metropolitan Pools.

Note: Metropolitan Pools typically does not have enough lifeguards for private parties after the middle of August, since most lifeguards are students that return to school. If Metropolitan Pools is not able to supply the required lifeguards, pool access will not be allowed for private parties.

GENERAL INFORMATION

PLEASE NOTE: Clubhouse Rentals require a \$200.00 Security Deposit. A check for the Security Deposit will be collected the day of the rental in exchange for the Clubhouse keys.

Rental dates are confirmed only when the payment of rental fee \$150.00 is received, a rental contract has been signed by the member resident, and a "Release from Liability and Agreement to Indemnify" form has been executed. Rental keys are delivered in advance of the rental date and residents may enter the Clubhouse as of 9:00 AM the day of their rental to do set up for the event.

- **Residents who rent the Clubhouse are responsible for cleaning the facility when they are done, removing all trash and debris, taking down decorations and tape, vacuuming the floor, and putting tables and chairs away.**
- **All windows must be cleaned and free of spots and fingerprints.**
- **The bathrooms must be cleaned and any plumbing issues reported.**
- **Trash removal is the renter's responsibility. All trash must be taken with the renters.**

Rental Equipment at the Clubhouse includes:

- 7 each - 60" round tables that each seat eight people
- 6 each - 6' long banquet tables that seat six people
- 2 each - adjustable serving tables 4' long
- 75 Lifetime plastic folding chairs
- 2 HDTV with cable and WIFI

ADDITIONAL TERMS AND CONDITIONS FOR CLUBHOUSE RENTAL

Your signature on this Clubhouse Rental Agreement constitutes your acceptance of these additional universal terms and conditions.

Rental of the Waterford Crossing Clubhouse and Pool is a privilege reserved for Member residents only and not relatives, friends or the general public. Activities are limited to private parties for family entertainment and recreation, unless otherwise approved in advance by the Board of Directors. All homeowner association dues must be fully paid before a contract is accepted for rental.

_____ Initials Member residents renting the facility **MUST** be present at **ALL** times during activity and will be held responsible for conduct of guests while at Waterford Crossing.

_____ Initials In order to protect the investment of the Clubhouse and the safety of all members and guest the property is under surveillance at **all times**.

The Clubhouse Manger or designated representative appointed by The Board of Directors will conduct a walkthrough before the keys are issued and a complete walk through checklist after the event between 8:00 AM and 8:30 AM the morning following the rental.

The Clubhouse needs to be cleaned (in accordance with the walkthrough checklist) and any damages reported to the Clubhouse Manager or designated or representative appointed by The Board of Directors no later than the closeout walk though and key turn in.

Approved cleaning supplies will be provided by the manger or designated representative appointed by The Board of Directors for use during the rental. Any use of non-approved cleaning supplies may result in damage and repair or replacement fee accessed, as determined by Clubhouse Manager or the Board of Directors.

_____ Initials Trash can liners are the responsibility of the member renting the Clubhouse. All trash is required to be bagged and removed from the Clubhouse as explained during the walk through by The Clubhouse Manger or designated or representative appointed by The Board of Directors. Failure to comply will result in a fee accessed, as determined by Clubhouse Manager or the Board of Directors

The Clubhouse key must be returned the day following the event. A \$50.00 fee with be charged for locksmith services and replacement costs in the event of a lost key.

A "Release from Liability and Agreement to Indemnify" (Page 5) form **MUST** also be signed at the time a rental agreement is executed by renting resident. The Board of Directors and the HOA are not responsible for lost or stolen items left in the Clubhouse.

_____ Initials Cancellations made at least 45 days in advance will receive a full refund (rental fee of \$150.00). A \$50.00 fee will be charged when cancellations are made with less than 45 days notice.

I have read and fully understand the terms and conditions for the rental of the Waterford Crossing HOA Clubhouse and facilities as set forth in the Clubhouse Rental Agreement and agree to the same. I also understand that failure to adhere to these terms or any damages caused to property can result in a fee accessed, as determined by Clubhouse Manager or the Board of Directors. The renter (Member resident) has 7 days upon written notification to challenge in writing any findings, or the charges will be deemed accurate and accepted by the renter (Member resident).

_____ **Member Resident**

_____ **Date**

_____ **Association Representative**

_____ **Date**

Waterford Crossing Homeowners' Association
18881 Waterford Parkway
Strongsville, Ohio 44149

Member Resident's Full Name (Please Print): _____

Pre-rental Inspection Date: _____

Post rental Inspection Date: _____

The Member Resident signature acknowledges the following:

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Decorations:

- ALL decorations MUST be removed prior to the post rental inspection.
- ALL decorations must be attached to the wood trim or glass with tape or command tape strips.
- NO push pins or nails may be used on ANY surface.
- NO party glitter or confetti may be used.
- Balloons MUST be tethered and removed. DO NOT allow to tangle in the ceiling fans.

	<u>PRE-RENTAL INSPECTION</u>	<u>POST RENTAL INSPECTION</u>
<u>LOBBY-ENTRY</u>		
Doors:	_____	_____
Floor/Carpet:	_____	_____
Walls:	_____	_____
Ceiling:	_____	_____
Lights:	_____	_____
<u>PARTY ROOM:</u>		
Doors:	_____	_____
Floor/Carpet:	_____	_____
Walls:	_____	_____
Ceiling:	_____	_____
Lights:	_____	_____
<u>KITCHEN:</u>		
Sink:	_____	_____
Refrigerator:	_____	_____
Microwave:	_____	_____
Cabinets:	_____	_____
Counter Top:	_____	_____
<u>Bathrooms:</u>		
Women's:	_____	_____
Men's:	_____	_____
<u>Outside Area:</u>		
Pool Deck:	_____	_____
Sidewalks:	_____	_____
Patio-Volleyball:	_____	_____
Trash Cans:	_____	_____

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Member Resident

Date

Association Representative

Date

**Waterford Crossing Homeowners' Association
18881 Waterford Parkway
Strongsville, Ohio 44149**

~RELEASE OF LIABILITY~

READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of Clubhouse Rental and all activities involved organized by Waterford Crossing Homeowners' Association, of 18881 Waterford Parkway, Strongsville, Ohio, 44149 and/or use of the property, facilities and services of Waterford Crossing Homeowners' Association, I, _____, of _____ Strongsville, Ohio 44149, agree for myself and (if applicable) for the members of my family, to the following:

1. **AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow and oral instructions or directions given by Waterford Crossing Homeowners' Association, or the employees, representatives or agents of Waterford Crossing Homeowners' Association.
2. **ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Waterford Crossing Homeowners' Association for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Waterford Crossing Homeowners' Association, whether caused by the fault of myself, my family, Waterford Crossing Homeowners' Association or other third parties.
3. **INDEMNIFICATION.** I agree to indemnify and defend Waterford Crossing Homeowners' Association against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Waterford Crossing Homeowners' Association.
4. **FEES.** I agree to pay for all damages to the facilities of Waterford Crossing Homeowners' Association caused by any negligent, reckless, or willful actions by me or my family.
5. **APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Ohio law.
6. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Waterford Crossing Homeowners' Association has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.
7. **ARM'S LENGTH AGREEMENT.** This Agreement and each of its' terms are the product of arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
8. **ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
9. **ARBITRATION.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
10. **EMERGENCY CONTACT.** In case of an emergency, please call Waterford Crossing Homeowners' Association Agent: _____ at _____ (Day) or _____ (Evening).

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

NAME: _____ (PRINTED)

X _____
I understand and agree this is a legal representation of my signature.

Date: _____