



CLUBHOUSE RENTAL AGREEMENT

This Agreement is made and entered into by and between Villages of Winding Creek Homeowners Association and the Community Member named below, for the rental and use of the Villages of Winding Creek Clubhouse, located within the community. The rental and use of the Community Building shall be for the function listed below and shall be in accordance with the provisions of this Agreement, the Community Building Reservation Rules and Policies and the Declaration of Covenants, Conditions, Restrictions, Easements and Liens for the Villages of Winding Creek Home Owners Association, all as may be amended from time to time, and which are incorporated herein by reference. All dates are reserved on a first come, first served basis.

Community Member Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

E-Mail Address: _____

Date of Function _____

Start time: _____ End: _____

Type of Function: _____

Expected Number of Guests: _____

Member Will:	Serve Food	(Y)	(N)
	Serve Liquor	(Y)	(N)
	Use Kitchen	(Y)	(N)
	Have Music	(Y)	(N)
	Decorate	(Y)	(N)

Desired Temperature _____

If music will be available, state type: (Band, disc jockey, stereo, etc.) _____

I have read, understand, and agree to the Rules and Regulations governing the use of the Winding Creek Clubhouse. I have enclosed two separate checks made payable to The Winding Creek HOA, one \$100 room rental fee and one \$250 security deposit.

Provide **PAGE 1** of the rental agreement, **deposit and rental fee will be added to ledger. Pay the same way your HOA dues are paid.** Clubhouse coordinator: (937)503-1VWC (892), clubhouse@villagesofwindingcreek.com

X _____
Signature of homeowner

Date Signed



Towne Properties

DeontaBurden@TowneProperties.com

Phone: 937-222-2550

You must contact the clubhouse coordinator for access to the clubhouse.

PLEASE NOTE: Balloons and other decorations MUST be removed from the premises after the function. Confetti is not permitted, if any confetti is found on floors or furniture, the Community Member will be fined \$75 for under 1 hour of cleanup \$50 for each additional hour.

The community member reserving the Clubhouse MUST host the event and is responsible for payment of repair or replacement costs for all Community property damaged or lost, as a result of, or occasioned by, the community members use of the community property. **The member is also responsible for cleanup after use. Cleaning is to be in accordance with the cleaning guidelines, outlined in the Clubhouse Reservation Rules and Policies.**

IN CASE OF ANY PROBLEMS WITH RESTROOMS, FIREPLACE, APPLIANCES, ETC. Please call the Clubhouse Coordinator and report the problem(s) 937-503-1892. If the problem requires after-hours assistance please call 937-222-2550, and leave a detailed message. **In case of fire or medical emergency, call 911.**

All guest cars MUST be parked in the parking lot area only; please refrain from on-street parking. Outdoor areas must also be cleaned of debris after function.

MEMBERS AND/OR GUESTS ARE NOT PERMITTED IN THE POOL OR POOL AREA DURING FUNCTION

By signing page 1, I understand and agree to abide by the terms of this Agreement and the Community Building Rules and Regulations. I understand that I am responsible for any loss and/or damage to the property or its contents, which may occur as a result of this function. Member is also responsible for his/her guests and shall hold harmless the Villages of Winding Creek Homeowners' Association from any and all liability or damage resulting therefrom. I acknowledge that I have read this Agreement, the Community Building Rules and Regulations and have knowledge of the Declaration of Covenants, Conditions, Restrictions, Easements and Liens, as referred to herein.



RESERVATION RULES AND REGULATIONS

I. General Information

- a. The Clubhouse restroom facilities are open for community members during all hours that the pool is open. (seasonal)
- b. The Clubhouse is available for use at other times as stated during "Private Functions." Commercial activity is prohibited.
- c. The "posted capacity" of the Clubhouse facility is eighty- six (86).

II. Private Functions

- a. Availability: The Clubhouse is available for use by community members, in good standing (All Association fees are paid and Member compliance with the Covenants & Restrictions) and all members of the Board of Directors.
- b. Key Fob Access: The Clubhouse will be able to be accessed at 12 am on the day of a scheduled function and will automatically lock at 11:30pm that night. The Alarm will arm automatically at midnight. Please check that all doors and windows are closed properly prior to this time.
- c. Alcoholic Beverages: Under no circumstances shall alcoholic beverages be **sold** at any function. If alcoholic beverages are served, the community member reserving the Clubhouse is responsible for the prevention of serving alcohol to minors. The community member and any of his or her guests at the function shall hold the Villages of Winding Creek Homeowners Association harmless from all liability or damage resulting from the actions of an intoxicated guest.
- d. Facilities: A refrigerator/freezer, dishwasher and microwave are available in the Clubhouse kitchen. The main room contains 2 couches, 2 large chairs, two pub tables, 8 pub chairs for the tables, coffee table, two end tables, 4 pub style chairs for the countertop bar, 8 Serving table with 24 chairs and a 75 & 55-inch LED Televisions. The tables and chairs may be rearranged for your convenience, however, please clean and return them to the original location. **Wifi password: VWCclubhouse**
- e. Gas Fireplace: Directions for use of the gas fireplace are located on the mantle. Please make sure the fireplace is turned off prior to leaving the building.
- f. Thermostat: Temperature settings are maintained at 72 degrees in the summer months and 65 degrees in the winter months during private functions. If you desire a temperature, please let the coordinator know on your application.



g. Cleaning: The community member reserving the Clubhouse is responsible for removing all trash and food from the building after the function. The tables and counters must be wiped off; and any trash picked up and thrown away; the floors must be mopped. Garbage must be placed in securely tied plastic bags and deposited in the trash dumpster in the parking lot.

A vacuum, broom, mop, and cleaning supplies are located in the front room closet. There are two 50-gallon trash cans in the kitchen. Trash bags are the responsibility of the renter.

Failure to clean the clubhouse and surrounding Common Area in a satisfactory manner may result in the forfeiture of the security deposit and additional fees could apply. See Cleaning Checklist.

h. Decorations: Decorations may not be attached to walls, ceilings, windows or cabinets in any manner that discolors or damages them in any way. **PLEASE NOTE**: Any decoration and tape **MUST** be removed from the premises after the function. Confetti is not permitted. If any confetti is found on the floors, tape on the walls, or balloons left on the ceiling, the Community Member will be fined.

i. Pool Area: The swimming pool area is the area located within the perimeter fence of the Facility. The pool and pool area is strictly off limits to all guests of a private function in the Clubhouse. **THE REAR DOORS OF THE BUILDING TO THE POOL AREA MUST BE KEPT CLOSED AT ALL TIMES DURING THE FUNCTION.** Bathing suits are prohibited in the Clubhouse (except in the restroom area) and all guests must be properly attired.

j. Inspection Prior to Use: It is the responsibility of the member reserving the Clubhouse to immediately tour the building, **prior** to the event. It is imperative that the member thoroughly inspects and note any soiled and/or damaged items. Assessments for damage or loss of the Community Building contents or property will be based on a visual inspection by the member and reporting any issues listed above to the Clubhouse Coordinator **before** the function. The community member reserving the Clubhouse is responsible for the payment of any repair or replacement costs for any and all items damaged or lost as a result of, or occasioned by, the community member, of the Clubhouse property.

k. Cancellation: If a homeowner must cancel an event, we must be notified 7 days prior to the rental. If a 7 day notice is not received by the management company and Clubhouse Coordinator, the clubhouse rental fee will not be refunded. In extreme circumstances, the Board will be brought in on a case by case basis for any exceptions.

Under no circumstances will a community member remove property from the Clubhouse or surrounding Common Area.

Should you have questions concerning any of the above, please call the management company.



CLUBHOUSE CLEANING CHECKLIST

Please check over the clubhouse before your event to ensure it is in good condition. **If you fail to notify the clubhouse coordinator of any poor or faulty condition prior to your function, you will be held responsible for any charges.** The following is an agreed checklist of cleaning that must be done before you vacate the premises. If, upon inspection, the cleaning is found to be unacceptable, the following fines will be levied to the renter. Please sign and return the completed checklist with the keys in an envelope.

CHECKLIST

	FINE
<input type="checkbox"/> Secure Exterior Doors	\$25
<input type="checkbox"/> Wipe Down Tables	\$25
<input type="checkbox"/> Wipe Down Kitchen Counter & Sink	\$25
<input type="checkbox"/> Clean Interior of Microwave	\$25
<input type="checkbox"/> Clean Refrigerator Interior, Wipe Down Exterior	\$25
<input type="checkbox"/> Mop All Floors	\$25
<input type="checkbox"/> Remove <u>All</u> Decorations (tape, balloons, streamers)	\$25
<input type="checkbox"/> Place TV Remote on the Mantle Above Fireplace/on Window Ledge in Gathering Room	\$25
<input type="checkbox"/> Make Sure the Gas Fireplace is Turned Off	\$25
<input type="checkbox"/> Remove All Trash to the Dumpster Located in the Parking Lot	\$25
<input type="checkbox"/> Make Sure All Doors and Windows Are Locked	\$25
<input type="checkbox"/> Windows are cleaned	\$25
<input type="checkbox"/> Trash on exterior of building	\$25

For your convenience, a sweeper, mop & bucket, broom and dustpan are located in the closet in the front room. Cleaning supplies are located in the kitchen and closet. Please notify Towne Properties if any problems are encountered. In case of fire or medical emergency, call 911.

Comments:

Signature

Date