

ADDENDUM TO CLUBHOUSE RENTAL AGREEMENT (THE "AGREEMENT")
TERMS AND CONDITIONS FOR LARGE GATHERINGS DUE TO CORONAVIRUS 19
WOODLANDS HOMEOWNERS' ASSOCIATION CLUBHOUSE
10700 LAKESHORE DR. EAST
CARMEL, IN

These terms and conditions are required to help manage and reduce the spread of Coronavirus 19 (COVID 19) during a Rental Event at the Clubhouse.

The Woodlands Homeowners' Association ("WHA") (hereafter referred to as "Owner"), will not be held responsible should a guest become sick, show or develop symptoms of COVID-19, or test positive for COVID 19 after this Rental Event scheduled on _____ (date).

The State of Indiana provided the following guidelines for Hoosiers. See further details at https://www.backontrack.in.gov/files/BackOnTrack-IN_WhatsOpen-Closed-stage5.pdf

- Hoosiers 65 and older and those with known high-risk conditions should limit exposure in their communities.
- Face coverings are recommended.
- Social gatherings may take place while following the CDC social distancing guidelines. COVID 19 often spreads among groups of people who are in close contact in a confined space for an extended period of time. This applies to wedding receptions, parties, and all other events where people are in close physical contact for extended periods of time.

The Center for Disease Control (CDC) provided the following guidelines to prevent the spread of COVID 19. See further details at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>.

- Older adults and persons with severe pre-existing health conditions are at increased risk and should not attend gatherings.
- Stay home when you are sick, except to get medical care.
- Wash your hands often for at least 20 seconds.
- Use hand sanitizer with 60% alcohol content.
- Avoid close contact. Stay at least 6 feet away (2 arms lengths) from others.
- Cover your mouth and nose with a face cloth or mask when around others.
- Clean and disinfect frequently touched surfaces.

Based on the guidance issued by the State of Indiana and the CDC, the Owner sets forth the following requirements in order to rent the Clubhouse.

- Member must sign and fully complete the attached Liability Waiver upon execution of a Clubhouse Rental Agreement.
- Member is required to obtain signed and fully completed Liability Waivers from all attendees and guests prior to entering the Clubhouse for the Rental Event. Failure to obtain said Liability Waivers may result in suspension of the Member's rights to use the Clubhouse in the future.
- Member must leave the signed and completed Liability Waivers at the Clubhouse after the Rental Event. A folder will be provided for the signed Liability Waivers.

Based on the guidance issued by the State of Indiana and the CDC, the Owner sets forth the following guidelines to be followed during a Rental Event.

- Member or Resident Member Chaperones should count people as they enter and leave the Rental Event to ensure not more than 50 guests are inside the Clubhouse at the same time (with social distancing).
- Tables and seating should be arranged so there are 6 feet between sets of chairs and tables. Chairs should be spaced 6 feet apart from other chairs at the same table.
- Extra tables should be used to space food on a buffet to avoid close contact in lines. Member or Resident Member Chaperones should arrange for food to be served by a designated person on a buffet line. Individually wrapped silverware is recommended.
<https://www.hamiltoncounty.in.gov/DocumentCenter/View/14762/Food-Safety-Guidelines-COVID19-ISDH?bidId=>
- All tables should be wiped down before returning tables and chairs to the closet (refer to Cleaning Requirements and Inspection Checklist attached). Consider using plastic disposable tablecloths to cover the tables.
- Member is responsible for providing hand sanitizer in multiple areas of the Clubhouse for guests to use frequently.
- Masks are recommended and may be required if mandated by local or State government.

Agreement and Option to Cancel and for Refund

As a Member of the Woodlands Homeowners' Association and leasee of the Woodlands Homeowners' Association Clubhouse, I have read and agree to the terms and conditions required to help reduce the spread of Coronavirus 19 at the Clubhouse. The option to cancel the Rental Event for convenience with no advance notice was provided to me at no cost and my deposits will be refunded upon cancelation. I understand that at its discretion the **Owner reserves the right to change or adjust the rental requirements and guidelines, or cancel the Rental Event, at any time due to increasing COVID-19 pandemic spread and infections. If Owner cancels, my deposits will be returned or refunded.**

By signing I indicate that I have read all state, local, and CDC Guidelines which may apply to my use and rental of the Clubhouse. I further acknowledge and agree that I will ensure all such guidelines are enforced at all times. Specifically, I agree to ensure that I and all guests and attendees adhere to the foregoing conditions, as well as exercise social distancing, properly sanitize the facilities, and take all reasonable precautions to minimize the risk of exposure to Covid-19. I specifically understand that the Association has no responsibility whatsoever to monitor or ensure compliance with state, local or CDC Covid-19 guidelines, or to ensure the Clubhouse facilities are not contaminated with the Covid-19 virus.

Member's Printed Name Above

Member's Signature and Main Phone Number

Date

Woodlands Homeowners Association, Inc. Cleaning Requirements and Inspection Checklist

The purpose of the attached checklist is to assure that the Clubhouse is cleaned and returned to the required condition as outlined on the clean-up requirements and inspection checklist form below. Although not required, we encourage pictures and/or video (time and date stamped) be used to document the before and after condition of the Clubhouse.

Date of Event: _____ Member: _____

Clean Up Requirements and Areas of Inspection	Satisfactory	Unsatisfactory	Damaged
Front Entrance - exterior - all trash, debris, and cigarette butts are picked up from the steps, lawn, and ash trays. Wipe all door handles on entry door.			
Front Entrance – interior - entry area clean and tile has been swept.			
Lounge - furniture, window treatments, and furnishings in proper arrangement, carpet is free of stains and has been vacuumed.			
Bar - refrigerator - personal belongings removed - sink - wiped clean - countertops - wiped clean – cabinets – personal belongings removed and wiped clean – trash/recycling has been removed. Electronics are in working order. All surfaces (sink, countertops, bar surface, etc.) to be wiped down.			
Billiards Room – Balls, sticks, chalk, and rack are put away, felt is swept of any debris, carpet is free of stains and has been vacuumed. Wipe down all Billiard Room equipment.			
Banquet Room - furniture, window treatments, and furnishings are proper arrangement, deck doors are locked, and carpet is free of stains and has been vacuumed. Wipe all tables before putting them away.			
Kitchen - refrigerator personal belongings removed - stove & microwave - wiped inside and out - sink - wiped clean - countertops - wiped clean - cabinets - personal belongings removed - trash has been removed – any/all used kitchen utensils washed, dried and put away. Wipe down all surfaces, utensils, and appliances.			
Other - no other trash or debris found inside the clubhouse, doors locked no signs of glue, tack, nail, or tape used on walls or ceiling.			
Bathrooms – restored to the same clean condition as before the Member’s use for the event. Wipe down all surfaces, sinks, fixtures, and toilet areas.			

ADDITIONAL COMMENTS:

Deposit Return Authorization: _____ Yes _____ NO

If no, please explain the reason(s)

WHA Officer/Clubhouse Director

Date

CLUBHOUSE RENTAL LIABILITY WAIVER

I, _____ (Printed Legal Name), on behalf of my family, members of my household, spouse or significant other(s), children, next of kin, and any minors under my supervision, am willingly entering the Woodlands clubhouse owned by Woodlands Homeowners' Association, Inc. (the "Association"). In doing so, I assume full and complete responsibility for, and shall indemnify, defend, and hold harmless the Association, its officers, directors, agents and members from and against any and all demands, claims, damages to persons or property (including sickness, bodily injury and death), losses and liabilities, including attorney fees and costs, arising out of or caused by the undersigned and/or his or her guests in connection with the use of the clubhouse facilities, including, but not limited to, injuries caused by a defect in the Association's premises, facilities or equipment, or by any act or omission or negligence by the Association or its directors as associated with the rental and use of the clubhouse facility.

COVID-19 WAIVER: Furthermore, I, for myself, members of my household, my heirs, next of kin, children, and minors under my care or supervision, specifically acknowledge the contagious nature of COVID-19 and hereby release, waive, and discharge the Association, its agents, employees, officers, directors and committee members (collectively referred to as "Released Parties") from all liability, loss, claims, demands and possible causes of action, court costs, attorneys' fees and other expenses arising from any lawsuit that may otherwise accrue from any loss, damage, sickness, injury (including death) resulting from a claim of COVID-19 infection whether said infection occurs before, during, or after my entering and/or use of the clubhouse facility. This waiver includes any COVID-19 infection that may result from the acts or omissions or negligence of myself and others including "Released Parties".

I, FOR MYSELF, MEMBERS OF MY HOUSEHOLD, MY HEIRS,
NEXT OF KIN, CHILDREN, AND MINORS UNDER MY CARE OR

SUPERVISION, SPECIFICALLY AGREE NOT TO SUE THE RELEASED PARTIES FOR ANY COVID-19-RELATED CLAIM WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, WRONGFUL DEATH, NEGLIGENCE, BREACH OF FIDUCIARY DUTY, OR BREACH OF CONTRACT.

ASSUMPTION OF COVID-19 RISK: I understand the risk and danger to myself, members of my household, my guests, my heirs, next of kin, children, and minors under my care or supervision of COVID-19 infection while using the clubhouse. I understand that the Released Parties cannot guarantee the clubhouse is not contaminated with the virus. I understand that I, members of my household, my guests, my heirs, next of kin, children, and minors under my supervision may get sick or die as a result of COVID-19 exposure while using this clubhouse facility. I understand that the threat of getting a COVID-19 infection as a result of using this clubhouse facility is real and serious, and regardless, I am willingly entering said clubhouse facility. I hereby assume all risk of loss, sickness, damage or injury (including death) to myself, members of my household, my heirs, next of kin, children, and minors under my care or supervision from COVID-19 infection from any cause whatsoever and whether or not attributable to the negligence of others including "Released Parties".

*I have read and fully understand this **RELEASE AND WAIVER OF LIABILITY** and that I have surrendered substantial rights, by signing below on behalf of myself, members of my household, my guests, my heirs, next of kin, children, and minors under my supervision, and have signed it freely and voluntarily.*

Printed Name Above

Signature and Main Phone Number

Date _____