

The Woodlands Homeowners Association

Clubhouse rental is available only to Members who are in good standing and dues are paid in full

Clubhouse Rental Agreement (the "Agreement")

This Agreement is made and entered into this _____ day of _____, 20_____, by and between the Woodlands Homeowners Association (WHA), Inc. (hereafter referred to as "Owner"), and _____ a member of the Woodlands Homeowners Association, (hereafter referred to as "Member"):

1. Owner agrees to let and Member agrees to lease the Woodlands Clubhouse ("Clubhouse") for the purpose of _____ ("the Rental Event") on _____, 20 _____, for the period of (A or B below)....
Anticipated # of guest's _____.

Circle applicable rental period ("the Rental Period")

- A. Weekday – Monday -Thursday, 9:00am – 12:00am, \$150.00
- B. Weekend – Friday - Sunday, 9:00am – 12:00am, \$250.00

...to cover the rental fee ("Rental Fee"), plus \$150.00 deposit ("Deposit") to be applied against any damage that may occur during the Rental Period, but which deposit to be returned if no damage occurs. A portion of the Deposit may be retained if the clean-up requirements as specified in the Woodlands Clubhouse Rental Policies and Inspection Checklist which are attached to this Rental Agreement and incorporated herein, are not fulfilled. Member shall be solely liable for any and all damage caused to any part of the Clubhouse during the Rental Period, including, but not limited to damage to the structure, it's appurtenances, fixtures, utility lines or any floor coverings or furnishings contained therein. In the event damage resulting from use shall exceed the amount of Deposit, Member agrees to pay any and all additional costs of repair or replacement of the damaged property.

2. Member herewith releases and agrees to indemnify and hold harmless Owner from and against all damage and injury, arising from or connected with Member's use of the Clubhouse, including without limitation, any damage to property. If Owner shall become a party to litigation commenced by, or against Member, then Member shall indemnify and hold Owner harmless. Member expressly does hereby release Owner from injury and damages of property on or about the leased premises resulting from any cause whatsoever, other than the sole gross negligence of the Owner, during the Rental Period.
3. Member accepts the Clubhouse as is, and agrees to use the facility for the stated purposes (paragraph 1 above) and in such a manner as not to cause any waste, damage, or create a nuisance of any sort. In the event the activities of the Member shall cause a nuisance or disturbance to any persons in the surrounding area, Owner shall have the right of immediate termination of this Agreement and the Member and Member's guests or invitees shall immediately vacate the Clubhouse, without refund of Rental Fee.
4. Member represents that the number of persons present at the Rental Event will not exceed 150. Member and guests are to confine their activities to the Clubhouse main level only, as this Agreement **DOES NOT allow use of the swimming pool, pool deck, Guard room or the basement.**
5. Member agrees to collect all trash/recycling, **including extinguished cigarette butts** and to place all trash in the dumpsters on the south side of the parking lot or as otherwise provided. Upon expiration of the Rental Period, Member shall surrender the Clubhouse to Owner in the same order and condition in which it existed prior to the Rental Event. As such, Member is also responsible for cleaning the clubhouse following the event.

6. Termination for Convenience. This Agreement may be terminated at any time by either party for any reason or no reason and termination is effective immediately upon notice to the other party. Owner shall not be responsible for any costs incurred by Member in the event of a termination by Owner or by Member. (Also refer to paragraph 1 Policies, Procedures, and Rules.)
7. Notices. All notices between the parties shall be given in writing by (a) personal delivery; or (b) email (electronic mail). Email or electronic notice shall be deemed given as of the date and time on which the email is sent to the recipient.
8. **Member agrees to be present and act as host during the Rental Period.**
 If, in the sole discretion of the Owner, the Rental Event will be primarily attended by persons under the age of twenty-one (21), then adult chaperones must be present during the Rental Event as follows:
- A. Up to 40 guests - two (2) HOA resident member chaperones
 - B. 40 to 80 guests - one (1) additional adult chaperone – total 3 adults
 - C. More than 80 guests - one (1) additional adult chaperone – total 4 adults

Member shall provide the following information on chaperone(s):

<u>HOA Resident Member Chaperone Name</u>	<u>Address</u>
_____	_____

<u>HOA Resident Member Chaperone Name</u>	<u>Address</u>
_____	_____

<u>Adult Chaperone Name – Adult #3</u>	<u>Address</u>
_____	_____

<u>Adult Chaperone Name – Adult #4</u>	<u>Address</u>
_____	_____

<u>Member's Printed Name and Cell Phone (print above)</u>	_____
Member's email address	_____
Member's Signature and Main Phone (print above)	_____

Woodlands Homeowners Association, Inc.
Policy, Procedures, and Rules

1. Reservations and cancellations:

Reservations are taken on a first come, first serve basis.
Woodlands Clubhouse Manager
(317) 846-4425
woodlandsclubhousemgr@yahoo.com

Should a homeowner decide to cancel their reservation for a Clubhouse rental AT LEAST 14 DAYS PRIOR TO THEIR RENTAL DATE all held fees will be released to the Member. HOWEVER, IF A CANCELLATION OCCURS ANY TIME AFTER 14 DAYS PRIOR TO THE EVENT, THE RENTAL REATE WILL BE FORFEITED to the WHA. (Refer to Rental Agreement paragraphs 6 and 7.)

2. Rental Fee and Deposit:

Your reservation is not confirmed until your signed Rental Agreement, Deposit, and Rental Fee is received and confirmed by the Clubhouse Manager.

The Rental and Deposit must be written on two (2) separate checks made out to Woodlands Homeowners Association, Inc. Checks to be **written by the Member**.

Check #: _____ for \$ _____ Rental Fee.

Check #: _____ for \$150 for Rental Deposit.

The **Clubhouse Manager will deposit your Clubhouse Rental check** and hold your Deposit check. Following your event, given that the facility is left in good and clean order, your deposit check will be shredded. Should the facility not be left in good and clean order, the deposit check will be cashed and the funds used to pay a professional to correct any issue(s).

3. Clubhouse Entry and Access:

The Clubhouse is NOT handicap accessible. Coordinate access with the Clubhouse Manager at least 24 hours before your event is to take place. When you reserve the Clubhouse, you are reserving the main portion of the Clubhouse only. The basement, pool/deck, and Guard Room of the Clubhouse are all off limits to your event.

4. Prior to Your Event:

Inspect the Clubhouse prior to setting up for your event. If there are any discrepancies in the Clubhouse upon your arrival, contact the Clubhouse Manager **immediately**.

5. Following Your Event:

The purpose of the attached checklist is to assure that the Clubhouse is returned to the required condition as outlined on the inspection checklist form. Those who use the Clubhouse will be responsible for all furnishings, accessories, and cleaning equipment found in the Clubhouse. After each use, the Clubhouse will be inspected by the Clubhouse Manager and/or a designated WHA Board member. Items in the list below will be judged as Satisfactory, Unsatisfactory, or Damaged.

6. Clubhouse Rules:

- A. Clubhouse rental is a private membership club for Member hosted events.
- B. Members wishing to use the Clubhouse for business use for the purpose of holding meetings, trainings, seminars, workshops, and any other business-related activity is restricted to Monday through Thursday.

- C. Unauthorized Rental Events and activities that are not permitted:
 - Promoting or advertising
 - Charging an attendance fee to attendees or subleasing by Member to any party
 - Fund-raising events (unless prior Board approval obtained in writing)
 - Political events
 - Use for a voting poll location
- D. All party and other functions must be concluded by 12:00 a.m.
- E. The Clubhouse must be cleared of all guests by 12:00 a.m.
- F. Rice, seed, confetti or glitter is prohibited.
- G. NO glue, nails, or adhesives of any kind will be used on the walls or ceilings.
- H. There will be NO SMOKING, NO VAPING, no use of other tobacco products is permitted anywhere inside the Clubhouse.
- I. Use of the fireplace MUST be prearranged with the Clubhouse Manager.
- J. The Member will be deemed responsible for all damages, including theft and property damage during the reservation period caused by persons who attend or participate in the function at the Clubhouse. No matter how insignificant, Member agrees to forfeit, at a minimum, the deposit amount if there is damage or the rules specified in this Agreement are not satisfied. If additional cleaning is required or if there is damage to the Clubhouse, equipment, or grounds, those expenses will be deducted from your deposit. You agree to promptly pay for any expenses incurred by WHA that exceed your deposit.

7. **Grounds are not part of the rental:** The front lawn and inside the parking circle **cannot be used** during rentals. Tables for food/drinks may not be taken outside and are not allowed in this area. Games and activities are not allowed in this area. Soccer is not allowed. The picnic area and picnic tables may be used but cannot be reserved as part of the Clubhouse rental and remain open to the WHA membership.

8. Agreement:
 I agree to return the Woodlands Clubhouse to the same condition in which I found it before I used it. If the post event inspection indicates a failure to comply with any of these guidelines, I understand that I will forfeit all or part of my deposit and possibly forfeit my rights to future use.

_____ Date

_____ Member Signature

_____ Cell Phone #, to receive door code from Owner

To help with the coordination of other events, please indicate when you anticipate setting-up and concluding your event. It is understood that these times are approximate and subject to change.

I would like to begin set-up of the event @ _____.

My event starts @ _____.

I anticipate the event will end @ _____.

Woodlands Homeowners Association, Inc. Inspection Checklist

The purpose of the attached checklist is to assure that the Clubhouse is returned to the required condition as outlined on the 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: _____

Area of Inspection	Satisfactory	Unsatisfactory	Damaged
Front Entrance - exterior - all trash, debris, and cigarette butts are picked up from the steps, lawn, and ash trays.			
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.			
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.			
Banquet Room - furniture, window treatments, and furnishings in proper arrangement, deck doors are locked carpet is free of stains and has been vacuumed.			
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.			
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.			

ADDITIONAL COMMENTS:

Deposit Return Authorization: _____ Yes _____ NO

If no, please explain the reason(s) _____

WHA Officer/Clubhouse Director

Date

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1/25/23 (jkr)