

WHEATON OAKS CLUBHOUSE RENTAL FORM / POLICY

Clubhouse rentals are subject to the following conditions:

- 1. There is a limit of up to 40 guests** for private functions. The resident host must monitor the activities of younger guests, if any; for example frequent running in and out to play which may result in mud and debris being tracked in. **Parties held for children's occasions or activities are not allowed.**
- A rental may be made for a period up to 4 hours. Arrangements may be made for additional time, beforehand, for decoration purposes. Additional time should be scheduled for clean-up. The rental request, with checks, are submitted to management, who will confirm **date availability.**
- Rental charge - \$50.00 Security deposit - \$275.00.** Both checks are to be made out to the **Wheaton Oaks Townhouse Association ("Association").**
- A walkthrough, with a representative and the resident, will be scheduled before and after the function. Association is not responsible for prior cleaning.
- The cost to repair any damage sustained; i.e., carpet stains, wall cleaning, overflowed toilets, stained furniture, is the **responsibility of the resident** who rented the Clubhouse, even if it **exceeds the deposit.**
- The Clubhouse must be cleaned and vacuumed. The kitchen must be wiped down, including cleaning the range, stove and refrigerator and all trash removed from the Clubhouse. The bathrooms must be cleaned. There is absolutely **no smoking or fires in the fireplace.** All windows and doors must be closed and lights turned off.
- The Clubhouse is **not to be used for lounging or eating purposes** by persons using the pool in the summer.
- Association is **not responsible** for injuries, accidents or losses.

The Board and/or management can shut down any event in progress if any part of this agreement has been broken. No monies will be refunded in the event the Board of Directors or management closes down an event.

The Resident, all owners, members, occupants, guests, catering vendors, musical vendors, floral personnel, performers, and other persons who utilize the Association's property shall indemnify and hold the Association, its Board members, and management harmless from and against any and all claims, injuries, liabilities, causes of action, including reasonable attorney's fees and costs, that arise out of or result from the use of the Association's property and facilities by said persons. The Association shall not be held liable for the conduct of any such persons.

In the event that alcohol is served by any Resident on the Association's property, said Resident shall indemnify and hold the Association, its Board members, and management harmless from and against any and all claims, injuries, liabilities, causes of action, including reasonable attorney's fees and costs, that arise out of or result from the presence or consumption of alcohol on the Association's property. The Board requires that the member obtain Host Liquor Liability insurance to protect the Association and Resident. The Host Liquor Liability insurance certificate must be presented seven (7) days prior to the event.

In the event the facility is unusable, the Association reserves the right to cancel any contracted event. If the event is cancelled by the Association, all deposits and rental fees will be refunded to the Resident. The Association assumes no liability if the event is cancelled.

Resident acknowledges, agrees and understand that hosting and attending an event at the Clubhouse may involve inherent danger and risk relating to Covid-19, including, without limitation, the risk of physical illness or injury, death or property damage. RESIDENT HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, OR DEATH RELATED TO COVID-19 to the undersigned Resident, all owners, members, occupants, guests, catering vendors, musical vendors, floral personnel, performers, and other persons due to negligence, active or passive, or otherwise while at the Clubhouse and/or attending an event, function or program.

RESIDENT HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Association, its directors, officers, employees, contractors, contractor's employees, contractor's independent agents, volunteers and agents (all "Indemnified Parties"), and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive from Covid-19 while the undersigned Resident, owners, members, occupants, guests, catering vendors, musical vendors, floral personnel, performers, and other persons is hosting and event at the Clubhouse and the Association Property.

The below signature affirms that I, Resident, fully understand the rules and regulations of **Wheaton Oaks Clubhouse** as they apply to my reservation; therefore, I am assuming responsibility for lost, stolen or damaged items of the Association and my guests, and the conduct of the reserving group. I will be in attendance and will see that the Clubhouse is restored to its original condition and understand if these requirements are not met my security deposit may be forfeited.

Signature

Date

Resident: _____ **Date:** _____ **Requested Date:** _____

Address/Phone number: _____

Approval: _____ **Checks received:** _____

Pre-inspection: _____ **Post-Inspection:** _____

Deposit Returned: _____

Clubhouse may only be rented by a Wheaton Oaks Owner