

**Countrylane Woods II
CLUBHOUSE and/or POOL
RESERVATION and RENTAL AGREEMENT**

THIS PERMIT AGREEMENT is made this _____ day of _____, 20____, between Countrylane Woods II Home Owners Association ("Association") as manager of the Countrylane Woods II clubhouse and pool, and _____ ("Homeowner") residing at _____ in Countrylane Woods II.

The Association grants permission to the undersigned Homeowner to use the clubhouse and/or pool area of Countrylane Woods II on the _____ day of _____ 20____, from the hour of _____ m to the hour of _____ m for the purpose:

Timing for the actual event is expected to be between the hours of _____ m and _____ m.

Permission is granted to Homeowner, a member of the Association, to use the clubhouse and/or pool area of Countrylane Woods II under the following terms and conditions, to which the Homeowner agrees as evidenced by Homeowner's execution of this Agreement:

1. Homeowner has deposited the sum of _____ Dollars (\$_____) as a security deposit (including any required TV cable or receiver box deposit amount) and a rental fee of _____ Dollars (\$_____) for the clubhouse and/or pool to secure Homeowner's performance of Homeowner's duties as set forth in this Agreement. Rental fee will be deposited immediately to hold the reservation. Deposit fee will be held until an inspection is made as outlined in paragraphs 10 and 11. For events past a 90 day timeframe, deposit checks must be postdated to within 30 days of the event. Rental dates are not firm until both checks have been received and rental checks deposited.

Rental Rates:

- a. Winter Rate: \$75.00 Sept. through May, excluding Labor Day and Memorial Day.
- b. Summer Rate: \$100.00, including Memorial Day and Labor Day. **Rate includes use of pool and pool area (if reserved) after normal pool hours only and does not include the cost for the required lifeguards. See Pool Parties attachment for details.**
- c. Weekday Rate: \$25.00 reduction in seasonal rental fee for Monday through Thursday rentals, exclusive of holidays.

Deposit Rates:

- d. Event Deposit Rate: \$250.00 per event to be dated within 60 days of the event.
- e. Television Remote Control Deposit Rate: \$50.00 per event. (A separate check dated within 60 days of the event is preferred.)
- f. Broadband wireless (WiFi) is available free of charge to renters of clubhouse. Access code will be provided when key is delivered to renter.

(All payments under this clause shall be in the form of separate Personal Checks, Cashier's Checks, Money Orders or Cash.)

2. Without limiting Homeowner's liability, in the event Homeowner does not comply, either in whole or in part, with the duties set out in this Agreement, the security deposit may be used to perform those duties that the Homeowner did not perform. In the event the security deposit is not sufficient to cover the costs of all of Homeowner's duties, the Homeowner shall be responsible for any sums in excess of the security deposit necessary to perform these additional duties. The clubhouse and/or pool are for the benefit of all members of the Association and this deposit is for their protection. The Association reserves the right to set the amount of the rental fee and the security deposit considering the date of use, the function, purpose or number of guests stated in this Agreement.
3. If the Homeowner complies with all of the duties under this Agreement, the security deposit will be returned. The deposit for the coax cable (if requested) will be returned upon receipt of the cable.

4. The use of the clubhouse and/or pool area at the date and time agreed upon shall be limited to the purpose stated above. For the courtesy of surrounding homeowners, all guests of Homeowner must vacate the clubhouse and/or pool area by Midnight.
5. All persons entering upon the property of the clubhouse and/or pool for the purpose listed above shall be, at all times, accompanied by and continuously under the personal supervision and control of the Homeowner. Homeowner shall prohibit the consumption of alcoholic beverages by persons under the age of twenty-one (21). The security deposit paid in conjunction with this Agreement will be forfeited if the consumption of alcohol by minors is reported to the Association.
6. If the pool is rented and used by guests of the Homeowner, a Red Cross certified lifeguard(s) must be on duty. Homeowner agrees to hire a lifeguard(s), if required, using the Countrylane Woods II pool service company and shall pay the necessary costs for hiring a lifeguard(s). See Pool Parties Attachment #3 for details.
7. The clubhouse and/or pool area must be left in the same condition it was in originally. The Homeowner shall be responsible for cleaning the clubhouse and/or pool area, returning all furniture to its original position (Attachments #1 and #2) and for having the area cleaned and ready for use by other Association members by 9:00 am the next day.
8. If it is necessary for the Association to clean the clubhouse and/or pool area, Homeowner agrees that the cost of cleaning will be deducted from the security deposit. The minimum charge for cleaning is three (3) hours at Twenty-five Dollars (\$25.00) per hour.
9. The clubhouse and/or pool keys shall be returned to the Association prior to the normal opening time on the following day or by 9:00 am on the next day. If the keys are left in the mailbox, Lynn Lee must be notified at 314-494-4966 that the premises are ready for inspection.
10. Homeowner agrees to inspect the clubhouse and/or pool for damages and to determine if the premises are clean prior to using them. If any damage is found, or the premises are not clean, Homeowner will report this to the Association in writing prior to Homeowner's use of the area. Homeowner agrees to reimburse the Association for all repairs, damages, and cleaning not reported prior to use of the property and all additional expenses and losses incurred by the Association to return the clubhouse and/or pool to the condition it was in prior to Homeowner's use. These expenses shall include, but are not limited to, the cost of labor, materials, and delivery expense for repair or replacing any damage.
11. Should Homeowner cancel the clubhouse and/or pool area reservation less than 48 hours before the rental date, there will be a \$25.00 cancellation fee.
12. Homeowner warrants the clubhouse and/or pool will not be used for any party at which guests will be charged a fee for admission.
13. All fees, fines, cleaning fees, repair costs, etc., required of Homeowner under this Agreement shall be deducted from the security deposit. Any amounts not covered by this deposit shall be paid in the form of a Personal Check, Cashier's Check, Money Order or Cash.
14. Homeowner further agrees to the following stipulations; a breach of which will cause the security deposit to be forfeited:
 - a. Homeowner shall remain on the premises at all times during the scheduled event.
 - b. The number of guests shall be limited to a maximum of 50 people. This number shall not exceed any ordinance or requirement of the local fire department.
 - c. Noise will be kept to a minimum so as not to disturb residents living close by the clubhouse and/or pool.

AFTER THE PARTY CHECKLIST

Thank you for choosing the Countrylane Woods II Clubhouse for your event. The Clubhouse must be left in rentable condition after your event. Please use the checklist provided to insure you don't forget anything. Treat the premises as you would your own home. Please notify the appropriate trustee of any damages before your event and by 9:00 am the morning after your event of damages during your event.

The air conditioning and heating system is controlled with the upstairs programmable thermostat. Please return the system to the programmed settings by pushing **SCHEDULE** after use. **DO NOT TURN THE THERMOSTAT OFF.** The wall units provide air conditioning only and must be turned off and unplugged following use of the Clubhouse.

We request that the sofas, loveseat and chairs remain as positioned. They are heavy and movement could damage the carpet. If the bar tables and stools are moved, please do not drag them across the floor.

Do not staple, tack or tape anything to the walls, window treatments, mantle and/or ceiling fans.

You will hear a beeping sound if the refrigerator or freezer doors are not tightly closed. Please make sure both doors are tightly closed if you hear beeping.

Remember, the Clubhouse and pool areas are protected by a security system. However, there are no cameras in the party rooms.

Smoking is permitted in designated outside areas only: one by the bench in front of the building and one in the picnic area. The deck and the front porch **are not** designated areas. You are responsible for cleaning any litter in these areas.

Glass containers are **prohibited** on the wood deck as well as in the pool area.

The circular drive in front of the Clubhouse is a No Parking Fire Lane. Please use the area for loading and/or unloading only.

Please police the surrounding grounds for litter left by your guests, including the parking lot and its surrounds, the picnic area and playground, if used, the circular drive and the front yard.

It is good idea to inspect the premises the morning after your event, if possible. We realize that things may look different after a night's sleep. The Clubhouse may be rented the day after your event and it must be ready for the next group no later than 9:00 a.m., or the start of that event, whichever is first. You will be advised of the appropriate time when you receive the key to the Clubhouse.

Please return Page 2 of this attachment with the key in the envelope provided.

AFTER THE PARTY CHECKLIST

(Please return with the key to the Clubhouse)

- Vacuum all carpeted areas.**
- Vacuum and mop tiled areas, including basement hall and restrooms.** A vacuum cleaner, a steam mop and a Swiffer dry mop with the appropriate cloths are provided. Do not add any cleaning solution to the steam mop! Empty the tank after use. Remove and rinse the mop head. Leave on sink to dry.
- Clean countertops, stove and refrigerator, inside and out.** Paper towels are stored to the right of the sink. Cloth towels and trash bags are on the left side. Cleaning supplies are under the sink or in the broom closet. All food is to be removed from the refrigerator. (It is permissible to leave ice in the freezer.)
- Clean restrooms.** Please be sure the trash is emptied, lights are out and both locks on door to the upstairs are locked.
- Empty and remove all trash and recyclables. Place in appropriate waste containers located next to the tennis courts.**
- Replace trash bags in receptacles (upstairs and downstairs).**
- Pick up trash around the outside of the clubhouse, parking lot and pool, including cigarette butts, bottles and cans.**
- Sweep up and properly dispose of any broken glass.**
- Restack tables and chairs (seats of chairs should face the wall to facilitate use of the cart).**
- Return all furniture to its original location.**

Signature

Date

Pool Parties Guidelines and Reservations

The 2016 party rate is **\$25.00 per hour, per lifeguard**. All lifeguard requests for parties are to be made directly to Midwest Pool Management (MPM). Parties must be scheduled outside of regular open days and/or daily hours. Please see the contract on the CLWII website for specifics.

The Midwest Pool Management contract states they are to receive at least two weeks notice for all parties. It can be extremely difficult to obtain staff. Therefore, the following guidelines have been set:

<u>Amount of Notice</u>	<u>Action by MPM</u>
2 weeks or more	Party will be staffed
8 to 13 days	MPM will try to staff the party at no extra charge
3 to 7 days	MPM will try to staff the party, \$15.00 late booking fee
Less than 3 days	MPM will try to staff the party but there are no guarantees. If booked, there will be a \$25.00 late booking fee.

If MPM receives less than two weeks notice, they will give the party sponsor a verification date when he/she can confirm the party has been staffed. There is a \$20.00 cancellation fee for all canceled rentals. If the rental is rescheduled, the cancellation fee will be waived. Because of the large number of lifeguards who return to school before Labor Day, MPM is unable to book parties after August 16, 2014. When party times are set, MPM will add 15 minutes before the party begins for set up (if the party does not begin immediately after the pool closes) and 15 minutes after for clean-up time. This additional time is billed to the patron and explained to them at the time they sign up for the party. See MPM contract for specific details.

All pool rules will be enforced, no exceptions! As host or hostess, please help the lifeguards ensure the safety of your guests.

Staffing Guidelines*:

- 1 guard: 1-25 people
- 2 guards: 26-50 people (clubhouse maximum)

***ONE EXTRA GUARD WILL BE ADDED FOR A TEEN PARTY OR AN ADULT PARTY WITH ALCOHOL.**