

Countrylane Woods II

Clubhouse and Pool Reservation and Rental Agreement

THIS PERMIT AGREEMENT is made this _____ day of _____, 20____, between Countrylane Woods II Homeowners 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 of:_____.

The 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 \$250.00 as a security deposit and a rental fee of \$_____, based on the amount prescribed below, for the Clubhouse and/or Pool Area 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. The Security Deposit will be held until an inspection is made as outlined below. Rental dates are not firm until both checks have been received.
 - a. Winter Rate (Tuesday after Labor Day through Friday before Memorial Day): \$75.00
 - b. Summer Rate (Memorial Day Weekend through Labor Day Weekend): \$100.00
 - c. Weekday Rate: \$25 reduction in seasonal rates outlined above, Mondays through Thursdays, excluding widely-celebrated US holidays.
 - d. Rates for Pool Use:
 - i. If the Homeowner has rented the Clubhouse, they may use the Pool based on all policies and procedures listed under Pool Agreement Document, outlined below.
 - ii. During normal pool hours, the Homeowner must pay for each guest at a rate of \$3 per guest on weekdays and \$5 per guest on weekends.
 - iii. If the pool is used after normal pool hours, the Homeowner must contact the pool management company and pay for lifeguards, but will not pay per guest.
 - iv. If the Pool is rented, but not the Clubhouse, the Pool shall be rented at the rate of \$100 on weekends or \$75 on Tuesdays through Thursdays, excluding holidays.

- v. The Homeowner is responsible for paying for all additional lifeguards that are needed.
 - e. All payments under this clause shall be made in the form of separate personal checks, cashier's checks, 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, paid by personal check, cashier's check, or cash, necessary to perform these additional duties.
- 3. If the Homeowner complies with all of the duties under this Agreement, the security deposit will be returned.
- 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 neighbors, all guests of Homeowner must vacate the Clubhouse and/or Pool Area by midnight and noise should be kept to a reasonable volume that does not disturb neighbors.
- 5. All persons entering upon the property of the Clubhouse and/or Pool Area 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). Smoking or vaping of tobacco products shall only be done in the designated smoking areas outside. Use of marijuana or other drugs, in any form, is prohibited in the Clubhouse, Pool Area, or other areas of Common Ground.
- 6. The Clubhouse and/or Pool Area must be left in the same condition it was in originally. The Cleaning Checklist included below must be completed and returned with the key. All cleaning shall be completed by 9:00 AM on the following day and the key must be returned by that same time. The cost of each item not completed is listed on the Cleaning Checklist.
- 7. The Clubhouse and/or Pool Area keys shall be returned to the Association by 9:00 AM on the day following the rental. The keys may be returned directly to the Trustee who manages rentals (Will Armon) or in the Clubhouse Mailbox.
- 8. Homeowner agrees to inspect the Clubhouse and/or Pool Area 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 prior to the 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 Area to the condition it was in prior to the Homeowner's use. These expenses shall include, but are not limited to, the cost of labor, materials, and delivery expenses for repair or replacing any damage.
- 9. Homeowner warrants the Clubhouse and/or Pool Area will not be used for any party at which guests will be charged a fee for admission.
- 10. 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 fifty (50) people. This number shall not exceed any ordinance or requirement of the local fire department.

- c. Noise shall be kept to a minimum so as not to disturb residents living close by the Clubhouse and/or Pool Area.
 - d. Parked cars of guests must not inconvenience the residents living nearby the Clubhouse and/or Pool Area.
 - e. The Homeowner is responsible for the behavior and actions of the guests at all times.
 - f. No furniture or property of the Clubhouse and/or Pool Area shall be moved or removed without the expressed consent of the Association.
 - g. Homeowner and guests shall observe all public laws, county ordinances, and rules and regulations to this permit, and shall otherwise comply with any and all instructions and directions of the Association and its agents.
11. The Homeowner rents the Clubhouse and/or Pool Area at their risk. In the event of any injury to any person or property, the Homeowner agrees to indemnify and hold the Association harmless from any expense, liability, claim, or cause of action occurring on the premises during Homeowner’s use, and further agrees to defend the Association at Homeowner’s cost, including payment of attorney’s fees, court costs, and any other expenses incurred as a result of a claim or cause of action against the Association arising from Homeowner’s use of the Clubhouse and/or Pool Area, whether or not it is claimed that the Association is/was negligent or is/was partially or solely responsible for such injury to any person or property.
12. This permit may be terminated for cause at any time, prior to or during the Homeowner’s use of the Clubhouse and/or Pool Area, by notice to Homeowner, either in person or to Homeowner’s address written above. This notice need not be in writing.

The undersigned Homeowner(s) state(s) they have read this Agreement, understand it, have received a copy, and agree to all of the terms and conditions of this Agreement

Homeowner Date

Date of Rental Time of Rental

Address

Cell Phone

Email Address

Does the Homeowner plan to use the Pool during this Rental? *(circle one)* Yes No Pool Only

If the Homeowner will use the Pool Area during rental, the Pool Agreement Document which follows must be completed and signed, in addition to the Clubhouse Rental Agreement.

Countrylane Woods II

Pool Rental Agreement

The following Pool Rental Agreement should only be completed if the Homeowner plans to use the Pool Area during their rental.

Date of Rental: _____

Time of Rental (including set up and clean up): _____

Time of Anticipated Pool Use: _____

Number of Anticipated Pool Guests: _____

The following procedures and guidelines are in place for use of the Pool Area by Homeowners renting the Clubhouse and/or Pool Area.

1. Homeowners who would like to use the Pool Area with their Clubhouse rental should communicate their intention and the anticipated number of guests with Trustee/Secretary Will Armon at least one week prior to the rental date, in order to ensure that the appropriate number of lifeguards are available and present.
2. The Homeowner must pay the standard guest rate for each guest who enters the Pool Area, both swimmers and non-swimmers. The weekday (Tuesday through Thursday) rate is \$3 per guest; the weekend (Friday through Sunday) rate is \$5 per guest.
3. Residents of Countrylane Woods II may bring up to twelve guests at any time to the Pool Area; this includes ten swimmers and two non-swimmers. Homeowners who rent the Clubhouse may bring this same number of guests, provided they communicate one week prior, without the need to pay for an additional lifeguard.
4. Homeowners who rent the Clubhouse and/or Pool Area may bring up to twenty guests to the Pool Area. If the Homeowner brings between twelve (the standard limit for CLWII residents) and twenty guests, they may be required to hire an additional lifeguard. This will be discussed with Will Armon, or another Trustee, at least one week prior to the rental and the possible payment for an additional lifeguard will be based on the number of lifeguards previously scheduled and the anticipated number of residents to use the Pool Area on the rental date. If it is decided that an additional lifeguard is not required, the Homeowner will only pay for each guest based on the rates outlined above in Number 2.
5. If the Homeowner would like to bring more than twenty guests to the Pool Area, this must be approved by the Trustees at least two weeks prior to the rental date. There is no guarantee that a number of guests greater than twenty can be accommodated.
6. If the Homeowner is to rent only the Pool Area, and not the Clubhouse, during normal pool hours, the standard rental rate will cover the first fifteen guests on weekdays (\$75 rental rate) or twenty guests on weekends (\$100 rental rate). Standard rates apply for additional guests.

7. If a Homeowner would like to rent the Pool Area outside of normal pool hours (8:00 PM to midnight or on Mondays when the Swim Team does not have a home meet), they may do so at the normal Clubhouse rental rate. This rental will include use of the Clubhouse. The Homeowner must contact the pool management company and hire the needed number of lifeguards. The Homeowner may bring up to fifty guests to the Pool Area. There will be no additional charge per guest; the Homeowner must only pay the standard rental rate and the cost of additional lifeguards.
8. If a Homeowner rents only the Pool Area, they still must provide a check for the security deposit of \$250.00.
9. When the Pool Area is used, the Homeowner is responsible for ensuring that all Pool Area furniture and equipment is returned to its previous condition. The Homeowner is responsible for any damage to furniture, pool, or other facilities. Cleaning and replacement of any damaged items will be taken from the Homeowner's security deposit. The Homeowner agrees to cover any and all additional costs beyond those covered by the security deposit.

The undersigned Homeowner(s) state(s) they have read this Pool Rental Agreement, understand it, have received a copy, and agree to all of the terms and conditions of this Agreement

Homeowner _____ Date _____

Date of Pool Rental _____ Time of Pool Rental _____

Address _____

Cell Phone _____

Email Address _____

Countrylane Woods II

Clubhouse and Pool
Reservation and Rental Agreement

CLEANING CHECKLIST

Please return this Checklist with the key.

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 Cleaning Checklist provided below to ensure you do not forget anything. Treat the premises as you would your own home.

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 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.

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. The deck and the front porch are not designated areas. Marijuana or other drug use, in any form, is prohibited in the Clubhouse, in the Pool Area, or on any Common Ground.

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 a 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 AM.

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

CLEANING CHECKLIST

Please return this Checklist with the key.

- Vacuum all carpeted areas.** *(minimum of \$30 if not completed)*
- Sweep 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 the mop head and place in the marked container *(minimum of \$25 if not completed)*
- 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. *(minimum of \$25 if not completed)*
- Clean restrooms.** Please be sure the trash is emptied, lights are out, and both locks on door to the upstairs are locked. *(minimum of \$25 if not completed)*
- Empty and remove all trash and recyclables.** Place in appropriate waste containers located next to the Tennis Courts. *(minimum of \$15 if not completed)*
- Replace trash bags in receptacles (upstairs and downstairs).** *(minimum of \$10 if not completed)*
- Pick up trash around the outside of the Clubhouse, Pool Area, and parking lot,** including cigarette butts, bottles, and cans. *(minimum of \$15 if not completed)*
- Restack tables and chairs** (seats of chairs should face the wall to facilitate use of the cart). *(minimum of \$10 if not completed)*
- Return anything moved,** including furniture, to its original location. *(minimum of \$10 if not completed)*