

THE MEADOWOOD ASSOCIATION
P.O. Box 360016
Strongsville, Ohio 44136

CONTRACT FOR RENTAL OF MEADOWOOD CLUBHOUSE

THIS CONTRACT is made this ____ day of _____, 20____ by and between The Meadowood Association, hereinafter referred to as "The Association" and, _____, hereinafter referred to as "The Renter" of the following address _____ and telephone number(s) _____ (home) and _____ (work / mobile).

WITNESSETH:

For good and valuable consideration, receipt of which the parties hereby acknowledge, the parties hereto agree as follows:

1. Place, Date and Time of Use:

- a. The Renter shall rent the Clubhouse Party Room on the _____ day of _____, 20____ beginning at ____:____ AM / PM for the purpose of _____. The Renter must be a member of and in good standing with The Association.
- b. The Renter is permitted, unless another function prohibits this, to begin the setup after 10:00 AM on the day of the event / function. The Renter shall not begin the setup prior to this time without permission of the Clubhouse Rental Agent.
- c. The Renter shall depart the Clubhouse in strict conformance with the ending time, as set forth above. No exceptions shall be made, regardless of whether The Renter begins the event on time.

2. Fees: Complete payment of both the Rental Fee (\$125.00) and the Security Deposit (\$250.00) is required at the time the reservation is made to hold the reservation date. The reservation of the Clubhouse is not confirmed until both the Rental Fee (\$125.00) and the Security Deposit (\$250.00) are received along with the completed and signed Rental Contract. If payment is being made within thirty (30) days of the rental date, a certified check or money order, payable to The Meadowood Association, is necessary. All checks or money orders must originate from The Renter. Checks must include The Renter's current Meadowood Association street address. **THE ASSOCIATION SHALL NOT ACCEPT PAYMENTS FROM ANY OTHER PARTY.** Upon receipt of full payment and the completed and signed agreement, The Renter will receive confirmation of the date reserved for the event/function. A copy of the rental agreement, signed by the authorized Meadowood Rental Agent, will serve as such confirmation.

3. Terms of Party Room and Pool Facility Use: The Party Room rental allows The Renter access to the Clubhouse Party Room, kitchen and restrooms during the event/function rental time. The Renter is not renting access to the pool "facility," which includes the pool deck, pavilion, volleyball area, tennis courts, grass areas, pergola areas, main pool and baby pool, during the event/function. Renters and guests may not be present in the pool facility during the regular summer pool season UNLESS The Renter has properly signed-in all persons as guests of the Meadowood Pool at the Front Desk. In accordance with The Association's Rules and Regulations, The Renter may sign in up to 40 guests (per season) after which a \$7.00 per swimmer

THE MEADOWOOD ASSOCIATION
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charge is applicable. Any swimmer fees due to The Association during the event/function must be paid prior to use of the Meadowood Pool. Fees must be paid in cash only to the Front Desk attendant or lifeguard on-duty. The Renter is responsible for the observance of The Association's Rules and Regulations and all event/function guests using the Meadowood Pool must comply with such Rules and Regulations. The Association assumes no responsibility for unauthorized and/or reckless use of the Party Room and the Meadowood Pool facility at any time during the event/function.

4. **Terms of Party Room Use After 8:00 PM:** During the closed pool season (One day after Labor Day through the Friday prior to Memorial Day), no lifeguard will be required during an event/function. During the open pool season (Saturday prior to Memorial Day through Labor Day), one (1) lifeguard must be present during all hours of the event. Prior to 8:00 PM, The Association will be responsible for the cost of the lifeguard on-duty. After 8:00 PM, The Renter will pay the per hour lifeguard fee of \$20.00/hour. The lifeguard on-duty is to make certain that The Renter and guests do not gain access to the pool facility after 8:00 PM, as such access is strictly prohibited. Violation of this restriction by The Renter and any guests will be handled by the Strongsville City Police Department. The on-duty lifeguard will promptly contact the Strongsville City Police Department, the Clubhouse Rental Agent and, if needed, the Trustees of The Association, in the event of any safety emergencies and/or violations caused by the event/function.
5. **Party Room Keys:** The keys to the Clubhouse Party Room may be obtained from the Clubhouse Rental Agent on the day of the event/function unless otherwise specified. The keys must be returned to the Clubhouse Rental Agent the day after the event/function. Failure to return the keys at this time will result in the forfeit of the security deposit of (\$250.00).
6. **Cancellation Rights:** If The Renter wishes to cancel the contract, written notice must be received by The Association more than fifteen (15) days prior to the rental date. In the case of such cancellation, The Association will refund both the paid rental fee and the security deposit to The Renter. If the cancellation is made fewer than fifteen (15) days prior to the rental date, only the paid security deposit of (\$250.00) will be returned to The Renter.
7. **Certification by Renter:** The signatory(s) hereby certify that he/she/they is/are the party responsible for the event/function. This contract is nontransferable. Any changes to any portion of this contract must be made in writing and signed by both The Renter and the Clubhouse Rental Agent.
8. **Renter's Duties at the Event:**
 - a. The Renter must remain physically present in the Clubhouse at all times during the term of the rental period.
 - b. The Renter shall not charge attendees any fee of any sort for admission, food, alcohol, or any other service or product.

THE MEADOWOOD ASSOCIATION
P.O. Box 360016
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- c. The Renter must provide one (1) chaperone for every ten (10) attendees under the age of 18, chaperones must be over the age of 21.
- d. The Renter shall not use or install any objects such as tacks, nails, staples, scotch tape or any other substances that cause permanent markings or damage to the walls, wallpaper and ceilings in the Party Room, kitchen or any part of the internal/external Clubhouse, including but not limited to, finger paints, paints, glue or glitter. The Renter must fully remove all of their materials, decorations or equipment at the end of the event/function. Structural or electrical alterations to the Party Room, kitchen or any other part of the internal/external Clubhouse are strictly prohibited.
- e. The Renter shall not bring acids or any other material that is flammable, toxic, or presents any potential damage to the Clubhouse and/or Pool facility and grounds.
- f. The Renter must comply with the City of Strongsville ordinances, which are incorporated herein by reference. Noise levels after 11:00 PM must not be audible outside the Clubhouse. The possession of or use fireworks and excessive loud use are prohibited.
- g. The Renter shall keep all doors and windows to the Clubhouse closed for the duration of the event/function to minimize the amount of noise which may be audible to the surrounding community.
- h. The Renter and his/her guests shall not congregate outside the Clubhouse after the event has concluded.
- i. The Renter shall limit access to the Clubhouse to the invitees only and shall not allow access to anyone else. The Renter shall limit the number of attendees to the Clubhouse to 150.
- j. The Renter and his/her guests shall not smoke on the Meadowood Clubhouse property including all areas of the interior Clubhouse/Party Room, kitchen, hallways or restrooms, and exterior areas including entrance and sidewalk areas, playground, pool or tennis court areas.
- k. The Renter shall control the behavior of all attendees and bear full responsibility for their conduct, including the financial responsibility and rectification of damages to the Clubhouse, Clubhouse grounds or any other form of violation.
- l. The Renter shall be responsible for the proper disposal of all food, party decorations, trash, and personal property at the end of the use period and for cleaning of the Party Room. The cleaning instructions are attached as Exhibit "A" which are incorporated by reference if fully set forth herein.

THE CONTRACT HOLDER ACKNOWLEDGES AND AGREES THAT IF THE PARTY ROOM IS NOT CLEANED AFTER THE USE PERIOD OF THE SAME DAY, THE CONTRACT HOLDER SHALL FORFEIT THE \$250.00 SECURITY DEPOSIT TO THE ASSOCIATION.

- m. The Renter must keep all sliding glass doors in the Party Room CLOSED at all times. The Renter should read the posted instructions in the kitchen area regarding the operation of the heating and cooling systems for the Clubhouse. A number of ceiling fans and a large attic circulation fan are available for The

THE MEADOWOOD ASSOCIATION
P.O. Box 360016
Strongsville, Ohio 44136

Renters use to work in conjunction with the heating and cooling systems. DO NOT attempt to change the temperature controls as they have been preset. The round black buttons activate the heating and cooling systems in half hour increments and these are the only buttons that should be touched. It will activate the system for a maximum of four hours. Simply reset in half hour increments if more time is desired.

9. Alcohol: The undersigned understands that under Ohio law, a host of any social event where alcoholic beverages are served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from the host's negligence in allowing any intoxicated guest or attendee to be served alcohol. This liability may include harm to the intoxicated guest or attendee served alcohol. This liability may include harm to the intoxicated individual and also harm to total strangers involved in automobile accidents caused by the intoxicated individual. AT NO TIME IS ALCOHOL ALLOWED TO LEAVE THE PARTY ROOM. The undersigned hereby releases and shall hold harmless and indemnify The Association property owners, employees, Trustees and related entities thereof, for all claims and other cause for liabilities incurred by or asserted against any of the foregoing, as a result of any alcohol consumption occurring during the rental period.
10. Termination of Event: If the Board of Trustees or its designee determines that The Renter is engaged in a willful, egregious act or violation of any of the duties listed above, the Board may terminate the event before the end of the stated rental period, keep the security deposit, and suspend The Renter's right to rent the Clubhouse Party Room again.
11. Departure: The Renter must depart the Clubhouse in strict conformance with this Contract. Failure to do so shall result in forfeiture of the security deposit (\$250.00) and the right to rent the Clubhouse Party Room again in the future. In addition, The Board reserves the right to contact the Strongsville City Police Department to disburse the crowd.
12. Inspections and Remedies: After the rental period, The Association and/or the Clubhouse Rental Agent will conduct a post-use Inspection of the Clubhouse and prepare a report that will note any breaches of contract and related deductions from the security deposit, if any. If none, The Association will refund the security deposit to The Renter within 30 days of the date of the event/function. If The Renter breaches any of their duties or damages the Clubhouse, The Association reserves all of its rights, including but not limited to:
 - a. deduction from security deposit for each specific violation of a particular paragraph listed in section 4 (when tangible damages do not result) and/or
 - b. deduction for all costs and fees from the security deposit associated with rectification of any tangible damage. The Association shall make all such determinations in its own discretion. If The Renter disagrees with The Association's determination, he/she may appeal to the Board of Trustees by filing an appeal in writing within ten (10) days of the date of the completion of the report. The Board of Trustees will schedule a hearing to review the matter and make a final decision.

THE MEADOWOOD ASSOCIATION
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13. Indemnification of The Association: The Renter agrees to assume all legal responsibility during the time of the Clubhouse Rental Agreement, including setting up and cleaning up after the party. The Association is free from responsibility or all activities, acts of negligence, injury or damage whatsoever to any person or persons, or to the property of any person or persons, and liabilities resulting from the activities during the rental period. The Association and its Clubhouse Rental Agent are not responsible for gifts or personal belongings left in the Clubhouse prior to or after the event/function. The Renter will indemnify, defend and hold The Association, its officers, directors, Trustees, and employees, harmless with respect to any claims or damages resulting from the Clubhouse Renter's use of the Clubhouse and its premises.
14. Limitation of Liability: The Association's maximum liability under this Contract shall be the return of the sums paid by The Renter.
15. Change of Law/Venue: The parties shall interpret and enforce this Contract in accordance with the law of the State of Ohio. Any claim or cause of action arising out of or connected with the Contract shall be commenced and venued in the Cuyahoga Court of Common Pleas.
16. Amendments: The terms specified herein constitute the entire agreement between the parties. The Association shall not be bound by any alleged promises, representations or agreements except a herein expressly set forth. The Board of Trustees shall not have the authority to amend this contract, except in writing.
17. No Warranty: The Association does not warrant that its Clubhouse is suitable for any particular purpose, nor does The Association warrant any condition of the premises. The Renter agrees that he/she has had an opportunity to examine the premises; that The Association is not responsible for any notification of any defects within the premises; and that he/she shall accept the premises in an "as is" condition.
18. Incorporation of Legal Documents: The Association reserves all rights under its governing documents and the law to enforce the terms of this Contract. In addition, The Renter shall bear full responsibility of all attorneys' fees and costs incurred by The Association to enforce this Contract. If The Association must seek legal action to recover damages in excess of the security deposit, all sums due shall bear interest at the rate of 18% per annum.
- 19. EXHIBIT A - CLEANING INSTRUCTIONS**
- a. Return the Party Room, kitchen, restrooms and any other areas of the Clubhouse to their condition prior to the event/function.
 - b. Turn off and clean all appliances and the coffee maker if used.
 - c. Place all trash in plastic bags (provided by The Renter), and place in the trash dumpster in the parking lot. The key to the Party Room kitchen door will unlock the locks on the dumpster (if locked). Only remove trash from the Clubhouse through the Party Room kitchen entrance door. Do not, under any circumstances, take trash out through the main Clubhouse foyer area.

THE MEADOWOOD ASSOCIATION
P.O. Box 360016
Strongsville, Ohio 44136

- d. Remove all decorations, food and other belongings from the Clubhouse, Party Room and kitchen area.
- e. Wipe off all tables used and return tables and chairs to their storage racks in the storage area.
- f. Wipe off all counter tops.
- g. Check restroom counters and floors for trash and debris and discard.
- h. Clean up any food or spills in the kitchen and on the Party Room floors.
- i. Report any damages immediately the next day to the Clubhouse Rental Agent.
- j. Turn off all fans and lights and make certain that the Party Room kitchen entrance door is locked and secured. If any objects were used to prop open other doors in the Clubhouse, those doors should be closed tightly. Any problems with door security should be immediately reported to the Clubhouse Rental Agent.

AGREEMENT

I, THE UNDERSIGNED, HAVE FULLY READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS STATED HEREIN. I ALSO ACKNOWLEDGE THAT I AM FULLY RESPONSIBLE FOR ANY DAMAGES OR COSTS INCURRED DURING THE PERIOD FOR WHICH I HAVE RESERVED USE OF THE CLUBHOUSE, INCLUDING ANY CHARGES THAT EXCEED THE AMOUNT OF THE SECURITY DEPOSIT.

Signature:	
Printed Name:	
Date:	
Address:	

The Meadowood Association

Signature:	(Printed Name and Title)
Clubhouse Rental Date:	Fees Received:
Total Time Used:	Security Deposit:
	Lifeguard Fees: