



# WELLESLEY HOMEOWNERS' ASSOCIATION CLUBHOUSE RESERVATION AGREEMENT

In consideration of the Wellesley Homeowners' Association (the Association) allowing me the exclusive use of the Wellesley Clubhouse (the Clubhouse), equipment, and furnishings, I (the undersigned) agree to the Wellesley Homeowners' Association Clubhouse Reservation Agreement (the Agreement) as follows:

1. I understand that the Association does not rent the Clubhouse to non-residents, and that if I am acting as a sponsor for a non-resident function, I am responsible for all activities associated with this Clubhouse rental. Such activities include but are not limited to the following: completing and signing all reservation agreement paperwork, writing any checks, and paying rental and deposit fees from my own personal funds, attending the function during the entire rental period (pre-function, function, and post- function), completing and returning the cleaning checklist, and acting as the sole point of contact for all communications with the Association regarding this Clubhouse rental.
2. I agree to reserve the Clubhouse on \_\_\_\_\_ (date) under the terms and conditions set forth below.
3. I am reserving the Clubhouse for \_\_\_\_\_ (event) which will be attended by approximately \_\_\_\_\_ people.
4. I need access to the Clubhouse during the times indicated below on the date noted above, and my function will be held during the times indicated below on the date noted above. I understand that continued use of the Clubhouse outside the hours for which it has been reserved will constitute a breach of this agreement and will result in forfeiture of my deposit. (Note: Include time for set up and clean up in the pre- and post-function times listed below.)

Pre-function/Access Start Time \_\_\_\_\_ Post-function/Access End Time: \_\_\_\_\_  
Function/Guest Start Time: \_\_\_\_\_ Function/Guest End Time: \_\_\_\_\_

5. I understand that I am accepting the condition of the Clubhouse as it exists at the start of my rental. If I have concerns with the condition of the Clubhouse at the start of my rental, I understand that I am responsible for contacting the Clubhouse Coordinator to bring any issues to the coordinator's attention. Failure to notify the Clubhouse Coordinator in advance of any issues deems me responsible for those issues upon inspection of the Clubhouse after my rental is over.
6. Clean up is to be completed and the cleaning checklist is to be returned immediately after the function unless arrangements are made otherwise. Failure to do so constitutes a breach of this agreement and will result in forfeiture of my deposit.
7. The Clubhouse rental fees and deposits required are as follows:
  - For social functions sponsored by the Wellesley HOA and for meetings needed to conduct Wellesley, business, there is no rental fee or deposit required. **Note:** Rental requests pertaining to social functions sponsored by the Wellesley HOA must be submitted in writing to the Association at least one month before the rental date, and such events can only be held if approved by the Association. All written requests must be clearly detailed, and if the request is approved, the resident in charge of the event must complete a Clubhouse Reservation Agreement and must properly advertise the event to the entire Wellesley community.
  - For resident rentals, there is a \$75.00 rental fee for events with no food or drink and \$100 fee for events with food or drinks, plus a \$200.00 deposit is required.
  - For resident sponsored rentals, there is a \$100.00 rental fee for events with no food or drink and \$200 fee for events with food or drinks, plus a \$200.00 deposit is required.

8. The required rental fee and deposit are due and payable along with the rental fee upon submission of the Agreement. I further understand and agree that this deposit will be used to pay for cleaning costs along with any and all damages resulting to the Clubhouse, its contents, or any other portion of the property from any actions of persons present at, attending, or in any other way related to my function. A checklist will be completed after the event (see page 4 of this agreement). I understand that any charges made against my deposit will be explained to me. If the cost of the repairs exceeds the amount of my deposit, I agree to pay the Association for full cost of the repairs within ten (10) days of receipt of a written explanation of the damages and a bill from the Association for such repairs. I agree that all the deposits, fees, and expenses incurred by the Association as a result of the use of the Clubhouse under this Agreement shall be considered as assessment and constitute a lien against my property and shall be fully collectible as such as provided for in the Association's Declaration and By-Laws.
9. I assume all responsibility, risks, liabilities, and hazards incidental to the activities applied for [including, but not limited to, the serving of alcoholic beverages (no alcoholic beverages shall be served to anyone under the age of 21), which I understand is prohibited without a uniformed police officer present if more than eight (8) guest attend], and hereby release and forever discharge the Association, its officers, directors, employees, agents, and members past, present, and future, from any and all claims, costs, causes of action, and liability for personal injury or death and damage to or destruction of property arising from my use of the Clubhouse and its appurtenances.
10. I agree to indemnify and hold harmless the Association and John Wieland Homes, Inc., its officers, directors, employees, agents, and members, past, present, and future, from any and all claims, costs, causes of action, and liability (including, but not limited to, attorney fees), for injury, to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees, or any member of the Association or any other person which arise from or are in any way related to the above activity, whether or not caused by the Association's negligence.
11. I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to my function, and I agree to be personally responsible for causing all such persons to comply with the Association's Declaration, By-Laws, and Rules and Regulations. I acknowledge that violation thereof by any person present at, attending, or in any way related to my function may, at the sole discretion of the Association's Board of Directors, result in forfeiture of my deposit.
12. I understand that I am being granted the exclusive use of the Clubhouse for the time period described above, subject to the right herein reserved by the Association to enter the Clubhouse and terminate my use thereof should the conduct of any person using the facility endanger the health, safety, or wellbeing of any person or constitute a threat of any property.
13. I understand that I am being granted the exclusive use of the Clubhouse WITHOUT exclusive use of the adjoining parking lot, playground, tennis courts, swimming pool, and surrounding common areas. I understand that use of the swimming pool during a Clubhouse reservation is strictly prohibited, unless reserved in advance through Crystal Blue Aquatics.
14. If requesting use of the swimming pool, I agree to complete all required contractual paperwork in advance through ACP, and I agree to notify the Association in advance of my use of the swimming pool per the Association pool party request guidelines and in conjunction with my Clubhouse reservation. Failure to do so constitutes a breach of this agreement and will result in forfeiture of my deposit.
15. I am the homeowner and will be in attendance at my function. I hereby agree and represent that the Clubhouse will be used for lawful purpose only and that if any conduct of the function I am sponsoring violates federal, state, or local laws or ordinances, my rights to use the Clubhouse under the Agreement shall be terminated and the Association shall have the right to take possession of the Clubhouse and instruct my guests to leave the property.
16. In the event of cancellation of my reservation fourteen (14) days or less prior to the scheduled event, the charge will be 50% of the rental fee.
17. Subject to those deductions provided for in this Agreement, the deposit will be refunded in whole or in part within 48 hours after the closing checklist has been completed.
18. I agree to clean the facilities after use per the attached checklist (see page 4 of this agreement).

19. I understand that my reservation of the Clubhouse on the aforementioned date will not be confirmed nor will this Agreement be binding until such time as this Agreement has been executed by the Association, and the fees are paid in full.
20. I have carefully read and understand this agreement and the attached rules and agree to be bound by its terms:

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY/ STATE / ZIP: \_\_\_\_\_  
HOME PHONE: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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FOR ASSOCIATION USE ONLY-(PLEASE DO NOT WRITE IN THIS SPACE)

AGREED TO AND ACCEPTED BY THE ASSOCIATION:

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

FEE: \_\_\_\_\_ CHECK# \_\_\_\_\_

DEPOSIT: \_\_\_\_\_ CHECK# \_\_\_\_\_

CHECKLIST COMPLETED BY: \_\_\_\_\_

DEPOSIT RETURNED BY: \_\_\_\_\_

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# WELLESLEY HOMEOWNERS' ASSOCIATION CLUBHOUSE RESERVATION CHECKLIST

- \_\_\_\_\_ All carpeted areas have been vacuumed.
- \_\_\_\_\_ All tile areas have been swept.
- \_\_\_\_\_ All spills on the carpet and tile have been spot cleaned and/or mopped.
- \_\_\_\_\_ All counters and tables have been wiped down.
- \_\_\_\_\_ The stove, if used, has been shut off and wiped down.
- \_\_\_\_\_ The refrigerator and freezer, if used, have been cleaned out and wiped down.
- \_\_\_\_\_ The kitchen sink, if used, has been cleaned and debris has been removed from the drain strainers.
- \_\_\_\_\_ All tables and chairs are arranged as they were. Couches are NOT to be moved.
- \_\_\_\_\_ All personal items have been removed-including items in the kitchen area and in the restrooms.
- \_\_\_\_\_ Restrooms have been straightened, toilets have been flushed, and counters have been wiped down.
- \_\_\_\_\_ All paper products have been restocked.
- \_\_\_\_\_ Paper trash has been picked up, the trash has been taken out, and new trash can liners have been put into the trash can receptacles (3 total-2 kitchen and 1 powder room).
- \_\_\_\_\_ The thermostat has been turned down to 60 °F in the heat-required months and turned up to 78° F in the air conditioning-required months.
- \_\_\_\_\_ All lights have been shut.
- \_\_\_\_\_ Before leaving, confirm from the outside that the front door has automatically locked.
- \_\_\_\_\_ Complete and sign the Clubhouse Cleaning Checklist and leave on kitchen counter.

My signature below indicates that I will comply with the checklist above. I understand that failure to comply with the above checklist may result in a forfeiture of all or part of my rental deposit.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_