

# HIGHLAND LAKES CONDOMINIUM ASSOCIATION

## CLUBHOUSE RENTAL APPLICATION

Please provide the following information for Highland Lakes Condominium Association review:

1. Co-owner/Lessee Name: \_\_\_\_\_
2. Rental Date Requested: \_\_\_\_\_
3. Afternoon or Evening: \_\_\_\_\_
4. Amenities Requested: Highland Room ☐ AV Equipment ☐ Kitchen ☐ Main Lounge ☐
5. Type of Function (Please be specific): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. If the function is for a person (birthday, graduation, shower, reception, etc.), please state relationship: \_\_\_\_\_
7. Number of guests attending: \_\_\_\_\_
8. Age group of guests: \_\_\_\_\_
9. Will food be served? \_\_\_\_\_

### NOTES:

- (a) Requests for exception to any provision of the rental agreement must be submitted in writing to the Clubhouse Committee and approved by the committee and the Board of Directors.
- (b) Renters may only rent the clubhouse if a permission letter is signed by the Co-owner.
- (c) The date requested will not be confirmed until the deposit fee is paid.
- (d) Unit owner must be present during entire party.

**I HAVE READ AND UNDERSTAND ALL THE RULES AND REGULATIONS CONTAINED IN THE HIGHLAND LAKES CONDOMINIUM ASSOCIATION CLUBHOUSE RENTAL AGREEMENT.**

\_\_\_\_\_  
Co-owner/Lessee

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

# HIGHLAND LAKES CONDOMINIUM ASSOCIATION

## CLUBHOUSE RENTAL AGREEMENT

Name of Co-owner/Lessee: \_\_\_\_\_  
(Lessee must be registered by Co-Owner)

Address: \_\_\_\_\_ Unit: \_\_\_\_\_ Telephone: \_\_\_\_\_

For Rental of: \_\_\_\_\_ Date of Function: \_\_\_\_\_

Time Allotted: \_\_\_\_\_

Rental Fee: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Bank and Check No. : \_\_\_\_\_

Security Deposit Fee: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Bank and Check No. : \_\_\_\_\_  
(Please make checks payable to "H.L.C.A." No cash or business checks; only Highland Lakes resident's personal checks.)

| RENTAL FEES   | Base Rate – Afternoon<br>12 pm – 5 pm<br>*Time includes setup and<br>cleanup | Base Rate – Evening<br>6 pm – 12 am<br>*Time includes setup and<br>cleanup | Security Deposit |
|---|--|--|------------------|
| Highland Room   | 35.00  | 75.00  | 75.00            |
| AV Equipment  | -----  | -----  | 50.00            |
| Highland Room + Kitchen   | 55.00  | 90.00  | 100.00           |
| Main Lounge, Kitchen,<br>Highland Room, Billiard<br>Room  | 145.00   | 200.00   | 300.00           |
| <i>Any extension of the rental time recommended by the Clubhouse Committee and approved by the Board of Directors will require an additional hourly rental fee of \$10.00 for the Highland Room, \$15.00 for the Highland Room and Kitchen, and \$35.00 for the Highland Room, Kitchen and Main Lounge.</i> |  |  |                  |

### RENTERS ARE RESPONSIBLE FOR COMPLYING WITH THE FOLLOWING RULES AND REGULATIONS:

1. Only Co-owners/Lessees in good standing may rent the clubhouse for social functions conducted by themselves and must be in attendance during the entire function. Lessees must furnish a letter from the Co-owner relinquishing all rights to Co-owner rentals in the future and accepting responsibility for any damage to the clubhouse not covered by the security deposit and not reimbursed by the Lessee. The HLCA Clubhouse is a private venue and is not a place of public accommodation (see ADA).
2. Co-owner / Lessee may not rent clubhouse for political functions.
3. The clubhouse is available for rental only when such rental does not interfere with association business meetings or social functions. The clubhouse may not be rented on national legal holidays such as Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Thanksgiving Day and Friday after, Easter Sunday, Labor Day, Memorial Day, and July 4<sup>th</sup>.

4. The clubhouse will not be rented for Monte Carlo, bingo, millionaire's parties, or any other form of gambling. Rental of the facility is restricted to non-profit social functions and is subject to all State of Michigan alcohol and gambling regulations and to all state and local ordinances. Sale of liquor is prohibited.

The following activities are prohibited at any function for which the Clubhouse is rented:

- Direct sales/direct marketing.
  - Commercial activities, events that may include the exchange of money.
  - Fundraising events and the charging of any entry or admission fee.
  - Outside speakers, except those sponsored by a committee and approved by the Board.
  - Any purpose or activity prohibited by the law.
5. At the discretion of management, a request of rental for a function or for a specific date may be denied. Any denial may be appealed to the Board of Directors.
  6. No rental fee is required for use of the clubhouse for funeral receptions held for family members of HLCA residents. Precedence will be given to prior commitments for residents who have made a deposit for rental of the premises. All other rental requirements, including a refundable deposit, will apply.
  7. No rental can be scheduled more than six (6) months in advance.
  8. The security deposit must be paid at the time the rental agreement is signed. The rental fee must be paid ten (10) days before the rental.
  9. Rental applicants shall receive full reimbursement of security deposit and rental fee upon cancellation up to 30 days (6 weeks for December rentals) prior to rental date. All cancellations made subsequent to these dates will forfeit 50% of the rental fee.
  10. If a Co-owner/Lessee rents any equipment, the Co-owner/Lessee must be at the clubhouse to accept delivery of such equipment. The Co-owner/Lessee also must be at the clubhouse when such equipment is picked up by the rental company. The office staff will not assume responsibility for accepting or returning rental equipment.
  11. Smoking, including e-cigarettes, is not permitted in the clubhouse. All disposable smoking materials must be extinguished in receptacles provided for that purpose before re-entering the building.
  12. Helium balloons are permitted only in the Highland Room. If balloons end up elsewhere in the clubhouse and cause damage to fans or create any other problem, the renter will be responsible for all associated costs.
  13. No tape, except for Painter's (Frog) Tape, may be used to attach anything to the walls or ceiling of the clubhouse, this tape is available at the reception desk.
  14. Set-up time for afternoon functions will not start before the clubhouse opens on the day of the party. The Co-owner/Lessee may start setting up at 6 p.m., the day of an evening function.
  15. Maximum capacities for rental of the clubhouse are 100 for the main lounge and 40 for the Highland Room.
  16. Amenities and facilities owned by HLCA are for the exclusive use of members and their guests and aren't considered public accommodations. In maintaining these private accommodations no clubhouse rental shall allow opening the clubhouse to the public. Guests are restricted from the following non-rented areas:

Swimming Pool and Terrace  
Fitness Room  
Library

Outdoor Athletic Courts  
Saunas and Locker Rooms

17. The Billiard and Shuffleboard room may be used when renting the entire clubhouse but limited to one pool table.
18. No Co-owner/Lessee or guest shall be permitted access to the office facilities and there shall be no use of office equipment, including office telephone, at any time during private functions.

19. When renting the entire clubhouse, eating is limited to the Highland Room and fire pit area only. Tables for sit-down dinners will not be allowed in the main lounge.
20. Co-owner/Lessee guarantees the orderly conduct of all persons attending the function. Excessive noise, rowdiness, or foul language will not be permitted in the clubhouse.
21. The clubhouse must be left in the same condition as it was before rental. Clean-up is the responsibility of renter. Main lounge furniture must be returned to the original set-up. Tables must be wiped off. Four (4) tables and nine (9) chairs are to be left set up in the Highland Room. Folding chairs must be returned to the chair closet. The kitchen floor and other tile or brick floors must be left clean and mopped with soap approved by HLCA only. Carpeted floors must be vacuumed. All countertops, sinks, and stove must be cleaned by the renter. Bathrooms must be picked up, and ALL trash emptied. All garbage must be placed in the parking lot dumpster.
22. Failure to vacate premises by 5 p.m. (afternoon) or by 12 a.m. (evening) will result in the forfeiture of one-half of the security deposit.
23. The Co-owner/Lessee will accompany the rental attendant on a pre and post party check of the facility being rented in order to inspect for damage and cleanliness. The checklist for clubhouse usage will be completed and signed after both inspections. Should the Co-owner/Lessee decide not to inspect, he/she accepts responsibility for the condition of the clubhouse as determined by the inspection and waives all rights.
24. It is understood that the Co-owner/Lessee has deposited with Highland Lakes Condominium Association a security deposit which is refundable (less charges provided herein) within 30 days (6 weeks for rentals in December) after the Co-owner has fulfilled all terms and conditions of this rental agreement. It is understood that if the managing agent determines that the Co-owner/Lessee or any guest violates any of the provisions of this contract in connection with the party, the total deposit will be subject to forfeiture. Future rentals and use by that Co-owner/Lessee shall be at the discretion of the Board of Directors.
25. Highland Lakes Condominium Association reserves the right to exclude any guests during the event who violate any of the above rules. The rental attendant may, as a result of lack of cooperation, request all guests to leave the premises.
26. Co-owner/Lessee personally accepts responsibility for all damages to Highland Lakes Condominium Association property or furnishings that may result from the rental of the premises and agrees to be liable for all such charges in excess of the security deposit, and for service fees on charges not paid within 30 days subsequent to the date(s) of rental(s).
27. Neither Highland Lakes Condominium Association, nor any employee or agent thereof, shall bear responsibility for injury or death of any person, or for loss or damage to any property in connection with this rental agreement. Co-owner / Lessee agrees to indemnify Highland Lakes Condominium Association and each employee or agent thereof against any liability connected with the use of the premises pursuant to this rental agreement.

Co-owner/Lessee declares that all information on the rental application and agreement is complete and truthful to the best of his/her knowledge and that he/she has received a copy of this rental agreement and agrees to abide by all the regulations and provisions contained therein.

**Highland Lakes Condominium Association**

By: \_\_\_\_\_  
Co-owner

By: \_\_\_\_\_  
Authorized Agent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# CHECK LIST FOR CLUBHOUSE USE

Date of Function: \_\_\_\_\_ Name of Resident: \_\_\_\_\_ Unit: \_\_\_\_\_

## BEFORE-PARTY INVENTORY

## AFTER-PARTY INVENTORY

Checked by: \_\_\_\_\_  
Party Attendant

Checked by: \_\_\_\_\_  
Party Attendant

Time: \_\_\_\_\_

Date and Time: \_\_\_\_\_

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

### AREA CHECKED

### BEFORE PARTY

### AFTER PARTY

#### Kitchen:

Appliances

\_\_\_\_\_

\_\_\_\_\_

Other Equipment

\_\_\_\_\_

\_\_\_\_\_

Countertops & Cupboards

\_\_\_\_\_

\_\_\_\_\_

Floor

\_\_\_\_\_

\_\_\_\_\_

#### Lounge:

Carpet

\_\_\_\_\_

\_\_\_\_\_

Brick/Tile Floor

\_\_\_\_\_

\_\_\_\_\_

Walls

\_\_\_\_\_

\_\_\_\_\_

Furniture

\_\_\_\_\_

\_\_\_\_\_

Accessories

\_\_\_\_\_

\_\_\_\_\_

#### Fire pit Area:

Tables

\_\_\_\_\_

\_\_\_\_\_

Chairs/booths

\_\_\_\_\_

\_\_\_\_\_

Brick Floor

\_\_\_\_\_

\_\_\_\_\_

#### Highland Room:

Billiard Room (when applicable)

\_\_\_\_\_

\_\_\_\_\_

Pool & Shuffleboard Tables

\_\_\_\_\_

\_\_\_\_\_

Carpet

\_\_\_\_\_

\_\_\_\_\_

Walls

\_\_\_\_\_

\_\_\_\_\_

Tables and Chairs

\_\_\_\_\_

\_\_\_\_\_

Accessories

\_\_\_\_\_

\_\_\_\_\_

#### Hallway:

Floor

\_\_\_\_\_

\_\_\_\_\_

Walls

\_\_\_\_\_

\_\_\_\_\_

#### Restrooms:

Clean-up

\_\_\_\_\_

\_\_\_\_\_

Restricted Areas (if applicable)

(Library, Billiard Room, Exercise Room)

\_\_\_\_\_

\_\_\_\_\_