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# THE LOFTS AT WETHERINGTON CONDOMINIUM ASSOCIATION

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## Clubhouse Rental Rules, Regulations and Application

1. For rental purposes, the area to be rented (hereinafter referred to as the “rental area”) shall include the great room, kitchenette, small side room and access to the restrooms.
2. The rental area may not be reserved more than six (6) months prior to the rental date.
3. Any owner/tenant in good standing can reserve the rental area for private use. Only adults (over the age of 21) can make the reservations. If an owner/tenant is younger than 21 years of age and wishes to use the rental area, the reservation must be made by an adult owner/tenant who agrees to be present at all times and responsible for all activities.
4. **THE SWIMMING POOL AND DECK ARE EXCLUDED FROM THE RENTAL.** While you have the Clubhouse rented you and your guests (including children) cannot use the pool or surrounding deck. The penalty for doing so is \$250.00
5. With the exception of gaining access to retrieve the tables and chairs, the Front Storage Room is excluded from the rental.
6. The rental area is **NEVER AVAILABLE FOR OVERNIGHT ACTIVITES OR LODGING.**
7. The maximum number of people permitted in the rental area at any one time determined by the city and/or local fire codes is forty (40). That maximum occupancy number is prominently posted in the Clubhouse.
8. The fireplace is **NOT** to be used for any purpose.
9. Under no circumstances are pets allowed in any part of the rental area except for legally designated service animals.
10. Closing time for the rental area is 1:00 AM when guests must leave. The owner/tenant must vacate the premises by 1:30 AM and lock the four (4) doors. Cleaning may not resume until after 6:00 AM.
11. No area of the clubhouse can be rented for use by outside organizations. No owner/tenant may reserve the rental area for use by a non-resident or by a business organization. No owner/tenant may reserve the rental area for any business purposes.
12. The rental area can be reserved for (1) major holiday per calendar year per owner. However, that owner/tenant can reserve the rental area again on another major holiday in the same calendar year if no other owner/tenant wants to use it.

13. The fee to rent the clubhouse is \$50.00. In addition \$250 security deposit is required. One check, payable to The Lofts at Wetherington Condominium Owners' Association, for \$300.00 must be submitted with the rental agreement. The \$250.00 security deposit will be refunded to the owner/tenant upon the completion of the event and the successful post walk through of the Clubhouse Coordinator.
14. Prior to the event, a walkthrough with the Clubhouse Coordinator is required. The owner/tenant **MUST** bring the rental checklist with them. The pre and post rental walkthrough is done 6 to no more than 24 hours prior or after the event depending on other scheduled rentals.
15. If the reservation is cancelled less than two (2) weeks prior to the event, only the security deposit will be refunded.
16. If an owner/tenant cancels a reservation more than twice in a calendar year, that owner will be prohibited from future rentals of the clubhouse for two (2) years.
17. If the owner/tenant's check for rental fails to clear the bank, a \$30.00 fee for the returned check is charged.
18. The amount of the security deposit and non-refundable rental fee may be subject to change without notice.
19. After a rental the security deposit will be refunded or applied in whole or in part to restore the rental area to its original condition. The Clubhouse Coordinator, The Board of Directors and/or Property Manager shall determine the condition of the rental area after use. This determination must be made within twenty-four (24) hours of the ending time of the rental and prior to the next rental. The owner/tenant must be present during the inspection or forfeit the right to protest any withholding of the deposit and/or additional assessment for damages not covered by the deposit.
20. The owner/tenant who has reserved the rental area, **MUST BE PRESENT** at all times during its use. Caterers, florists, musicians and others, prior to and after the rental, **MUST** be accompanied by the owner/tenant while in the rental area.
21. Guests are to be under direction and control of the owner/tenant making the reservation. Alcoholic beverages **MAY NOT BE SOLD** under any circumstances. **THE USE OF ANY ALOCOHOLIC BEVERAGES MUST BE CONFINED TO THE RENTAL AREA ONLY AND MUST BE IN ACCORDNACE WITH STATE AND LOCAL LAWS.**
22. The owner/tenant is responsible for the behavior of guests. Any infraction or disturbance created as a result of the activity which requires police authorities to **RESPOND and/or TAKE ACTION** shall be considered a violation of these rules and will result in forfeiture of the total deposit plus the potential for additional charges and fines. This is a residential community and boisterous behavior before, during, or when departing the Clubhouse should be minimized. Be a "good neighbor".

23. The owner/tenant and guests must park only in the parking lot adjacent to the Clubhouse in the designated parking spots. Vehicles parked otherwise may be towed at the vehicle owner's expense.
24. The owner/tenant assumes **FULL RESPONSIBILITY** for any damage done to the rental area, its contents, or the surrounding common area. The owner/tenant shall hold the Association harmless from, and indemnify the Association for, any claims against the Association for damages, including reasonable attorney's fees and court costs suffered by the Association.
25. It is the responsibility of the owner/tenant reserving the rental area to ensure that the Clubhouse is left in the same condition as it was before the event. All trash, decorations and food are to be removed and restrooms cleared of trash. Tables counters, windows and floors must be cleaned so that the Clubhouse is ready for the next owner/tenant's use. Failure to meet all items on the rental checklist will result in additional withholding of deposit and/or extra charges unless the owner/tenant performs whatever is necessary to meet the checklist. The rental area and restrooms must be cleaned and returned to the original condition no later than 10:30 AM of the day following the rental date.
26. All trash must be removed from the rental area and the surrounding Common Area, properly bagged, tied and placed in a community dumpster.
27. Party decorations may **NOT** be nailed or tacked to any surface. Only masking tape should be used, if needed, however if any damage results, owner/tenant is responsible.
28. The cost of cleaning or repairing the rental area and/or common area as a result of use by the owner/tenant or guests shall be assessed against the owner should it exceed the amount of the security deposit.
29. If the rental area or any other common area is damaged, the Association reserves the right to refuse future use of the rental area to the owner/tenant responsible for the damage.
30. **Any violation of these rules will result in the forfeiture of part or all of the security deposit. This is in addition to any other remedy available to the Association, including the filing of a lien for any costs or damages suffered by the Association.**
31. Any violation of these rules will prohibit the owner/tenant from reserving the rental area for a period of 12 months. A second violation of any of these rules will revoke the owner/tenant's right to reserve the rental area.
32. The tenant/owner consents that any assessment, costs of damages, together with any reasonable attorney fees, court costs and/or collection costs shall constitute a legal lien against the Owner's Unit. The lien may be foreclosed.
33. The Board of Directors and the Clubhouse Coordinator reserve the right to free access to all portions of the Clubhouse at all times.

# The Lofts at Wetherington

## Request and Contract for Use of the Clubhouse

Requested By: \_\_\_\_\_ Owner/Tenant (Circle One)

Phone: (Home) \_\_\_\_\_ (Work) \_\_\_\_\_

Address: \_\_\_\_\_ Chatham Court, Unit: \_\_\_\_\_

Type of Function: \_\_\_\_\_

Date Desired: \_\_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_

Number of Guests: \_\_\_\_\_ (maximum capacity = 40)

Will Liquor Be Served: Yes No (Circle One)

Will Food Be Served: Yes No (Circle One)

Will There Be Dancing: Yes No (Circle One)

Will There Be Music: Yes No (Circle One)

If Yes, State How Provided (Band, D.J., etc.) \_\_\_\_\_

Are You Current With Your Association Fees: Yes No (Circle One)

NOTE: Clubhouse Coordinator – Call Property Management Company to verify

### PLEASE READ THIS CONTRACT AGREEMENT, AND RULES AND REGULATIONS BEFORE SIGNING THE FOLLOWING STATEMENT

One check for \$300.00 must accompany this application: this includes a \$250.00 security deposit and a \$50.00 rental fee. Checks are to be made payable to: The Lofts at Wetherington Condominium Owner's Association. The deposit is subject to the conditions set forth in the accompanying rules and regulations.

**I understand the contract agreement and agree to abide by the rules and regulations set forth by the Board of Directors.** I certify by my signature that I have received an accompanying set of rules and regulations and that I am responsible for all damages that might occur during my rental of the facility.

In the event that alcoholic beverages are either served at the rental event by the owner/tenant or are brought to the rental by guests or invitees of the owner/tenant for consumption at the rental, the owner/tenant shall be solely liable for alcohol at the rental and the Association and the management company for The Lofts at Wetherington shall not be in any way liable for any of the foregoing. Furthermore, the owner/tenant hereby specifically agrees to indemnify and hold harmless the Association and the management company from any and all claims by any persons whomsoever arising out of the rental generally and out of the consumption of alcohol at the rental specifically. All beverages at the rental are to be consumed in the great room only. The area to be rented shall include the great room, kitchenette, small side room and access to the restrooms. The Swimming Pool and front storage room are *excluded* from the rental.

**Yes, I acknowledge receipt of this contract.**

Owner/Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Clubhouse Coordinator: \_\_\_\_\_ Date: \_\_\_\_\_

# The Lofts at Wetherington

## Clubhouse Checklist

	<u>Prior to Event</u>		<u>After Event</u>		<u>Minimum Charge</u>
	Acceptable	Not Acceptable	Acceptable	Not Acceptable	
1. Carpets - vacuumed	_____	_____	_____	_____	\$75
2. Carpet - stains, burns, spills	_____	_____	_____	_____	\$200
3. Vacuum - left as found	_____	_____	_____	_____	\$25
4. Uncarpeted Floors - mopped, cleaned	_____	_____	_____	_____	\$75
5. Mop - left as found	_____	_____	_____	_____	\$25
6. Kitchen - clean sink, oven range, refrigerator (inside/out), cabinets, floor and countertops	_____	_____	_____	_____	\$75
7. Furniture - cleaned and left as found	_____	_____	_____	_____	\$100
8. Fixtures - left as found	_____	_____	_____	_____	\$50
9. Tables & Folding Chairs - cleaned and left as found	_____	_____	_____	_____	\$50
10. Bathrooms - clean wash stands, countertops, toilets, urinal, trash cans, walls, floors and mirrors	_____	_____	_____	_____	\$100
11. Ceilings & Walls - left as found	_____	_____	_____	_____	\$100
12. Decorations – can only be attached using removable masking tape – failure to remove tape, decorations or wall damaged	_____	_____	_____	_____	\$250
13. Trash - all cans emptied and trash removed from the rental area and surrounding common grounds	_____	_____	_____	_____	\$75
14. Windows - closed and locked	_____	_____	_____	_____	\$50
15. Doors - closed and locked	_____	_____	_____	_____	\$50

Lost key charge is \$250.00. Missing items and damage to the rental area (e.g. drywall, deep scratches in the woodwork, floor, tables, chairs, furniture, lamps, lighting fixtures, carpeting, appliances, windows, etc.) shall result in forfeiture of the security deposit **plus other charges as determined.**

NOTE CONDITIONS OR EXISTING DAMAGE PRIOR TO RENTAL: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SIGN IN: \_\_\_\_\_ Date/Time \_\_\_\_\_  
 CLUBHOUSE COORDINATOR OWNER/TENANT/MEMBER

SIGN OUT: \_\_\_\_\_ Date/Time \_\_\_\_\_  
 CLUBHOUSE COORDINATOR OWNER/TENANT/MEMBER