



REQUEST FOR USE OF WEST 86TH CLUBHOUSE

I, _____, (Print homeowner's full name)
hereby request the use of the West 86th clubhouse/clubhouse and side yard and have read the attached
procedures and policies and hereby agree to abide by all of its policies.

Address: _____ Lot# _____

Home#: _____ Cell#: _____ Work#: _____

Date Requested: _____ Hours from: _____ to: _____

Number of persons in attendance: _____ (MAXIMUM NUMBER OF PERSONS IS 76)

Clubhouse is to be used for: _____

I further agree to be responsible for any/all damage to the clubhouse by me or my guests, and I will
be present during the rental at all times.

Owner's Signature

Date

RETURN OF THE KEY: The key must be returned by 10:00 A.M. the next day after the event. A \$5.00 late
charge per day will be assessed for each day the key is late being returned.

Please initial here to confirm renter has read and understand the "Cleaning" paragraph on page 2 of
the Rental Contract Rules: _____

Reminder: Any rental for "casual use" will be bumped if a paid rental arises

PLEASE RETURN THIS PAGE TO:
KIRKPATRICK MANAGEMENT
5702 Kirkpatrick Way, Indianapolis, IN 46220

WITH YOUR TWO CHECKS PAYABLE TO: **WEST 86th**

CLUBHOUSE RENTAL

BE SURE TO LOCK (*door locks work counter clockwise*) ALL CLUBHOUSE DOORS (FRONT & BACK) BEFORE LEAVING! **DO NOT LOCK** EXTERIOR DOOR FROM POOL ENTRANCE.

RENTAL PROCEDURES:

RESERVING: Reservations will be taken on a first-come, first-served basis. Call Kirkpatrick Management at **317-570-4358** to rent the clubhouse. We will check the calendar for availability then mail a reservation form. After receipt of the deposit and rental checks, we will notify the Clubhouse Director of the rental date. The Clubhouse Director will go through an orientation with the person renting the clubhouse and arrange for pickup of the key. After the clubhouse is used, the Director will inspect the clubhouse for any damage or lack of cleaning. **If the clubhouse has not been cleaned or if there has been damage, the deposit or a portion or all of the deposit will be kept by the Association.** A letter explaining the problem will follow.

FEES: Clubhouse ONLY - \$400.00 per day (includes cleaning)
Clubhouse AND Side Yard - \$500.00 per day.

Clubhouse rental does **NOT** provide exclusive use of the pool, tennis courts, or adjacent restrooms.

DUES: If your HOA dues are more than thirty (30) days in arrears, you will **NOT** be allowed to rent the clubhouse and/or side yard.

DEPOSIT: Each reservation will require **TWO (2) CHECKS**, one for **\$500.00 deposit** and one for either the **\$400.00 or \$500.00 daily rental fee**, as well as a completed rental form. **Deposits must be paid within THREE (3) business days after the reservation is made.** All checks shall be made payable to **West 86th Homeowners Association, Inc.**

***Please remember that your reservation is **NOT** confirmed until your deposit is received (which must be no later than THREE (3) business days after the reservation is made). Please mail the "Request for Use" form with your **TWO (2) CHECKS** to the following:

Kirkpatrick Management, Inc.
5702 Kirkpatrick Way
Indianapolis, IN 46220

Homeowners are responsible for all damage to the clubhouse, side yard and/or any other property/properties incurred in connection with their rental of the clubhouse and/or side yard, or to articles in the clubhouse, as well as the theft of any property during the rental period. This includes any damage caused by guests and invitees of the Homeowner during the rental period. Such damages will be determined by the Board in its discretion and may include, but are in no way limited to, the costs of clean-up, damaged furniture, broken glass/windows, broken doors, smoke (cigarettes, cigars, etc.), fire, damaged flooring, damaged/broken appliances, damaged/broken fixtures, damaged/dirty walls, broken property/furnishings, theft, broken locks, damaged infrastructure in the side yard (i.e., water/plumbing lines, utilities, sewer lines, etc.), damaged sod, damaged exterior property, and yard damage.

Some or all of the \$500 damage deposit may be retained by the Association to cover the cost of such clean-up and/or damages, and the homeowner shall be assessed for all damages exceeding the \$500.00 deposit.

The Association and management company shall not be responsible for any articles, personal or otherwise, which are lost, stolen, or missed by any owner, resident, guest, tenant, friend, or other party using the clubhouse during the rental period.

USER: Only West 86th home/lot owners may reserve the use of the clubhouse and/or side yard. Absolutely NO subletting of the clubhouse is allowed. The homeowner renting the clubhouse and/or side yard are responsible for the actions and/or negligence of any guest(s) and must be in attendance at the scheduled activity for the entirety of the duration of the rental. Any homeowners who are more than thirty (30) days delinquent in their assessments owed to the HOA shall not be allowed to reserve the clubhouse and/or side yard.

PRE-EVENT INSPECTION: Please report any damages to the facility/side yard and/or furnishings prior to your event to the **Clubhouse Directors, Tracy Harris (317-850-7498), Judith Powers (317-847-0482), or Kirkpatrick Management (317-570-4358).**

UNDERGROUND UTILITY LOCATION: If a homeowner renting the side yard intends to use a tent, or any other structure or item that requires ground penetration for its intended purposes, they must first have any and all utility lines running through the side yard located by a professional service **at their own cost at least THREE (3) days PRIOR to the scheduled rental AND must provide documentation proving the utility location to the Clubhouse Directors, Tracy Harris, Judith Powers, or Kirkpatrick Management.**

*****Please note that calling 811 alone is NOT sufficient to meet the utility location requirement..**

The use and location of a tent, or any other structure or item that requires ground penetration for its intended use, must be approved by the Clubhouse Directors prior to any use thereof on the side yard, or any common areas..

If a utility line is hit as a result of the use of the side yard, or common areas, the homeowner renting the side yard, or common area shall be solely responsible for any and all damages associated with the utility line being hit and/or damages arising therefrom. Furthermore, the homeowner is responsible for any damage (intentional or unintentional) to utility lines or other infrastructure located in the side yard or other exterior property caused during the rental period.

RETURN OF KEY: The key must be returned **IN PERSON** to the Clubhouse Director. **The key must be returned by 10:00 AM the day after the event to allow cleaning staff to clean.** A **\$5.00 late charge** shall be assessed **PER DAY** for each day the key is late being returned.

The homeowner will indemnify, defend, and hold harmless the Association, its officers, directors, agents and members from and against any and all demands, claims, damages

to persons or property, losses and liabilities, including attorney fees and costs arising out of or caused by the undersigned and/or his or her guests in connection with the rental and/or use of the facilities, including, but not limited to the use, sale and service of alcohol, or damage/injury caused by a defect in the Association's premises or equipment, or by any act or omission by the Association or its directors as associated with the rental and use of the facility.

CLUBHOUSE RULES

NO SMOKING: The clubhouse is a totally smoke-free facility. There is ABSOLUTELY NO SMOKING ALLOWED ANYWHERE IN THE CLUBHOUSE.

DECORATIONS: **DO NOT** tape, glue, nail or tack anything to any walls, ceilings, or furnishings. **DO Not** move Round Marble Table in Main Entrance Room.

NOISE: In respect to the residents who live near the clubhouse and/or side yard, please be aware of the noise levels emitted, especially when parties run into the early morning hours. Please keep amplified music down and control party noise. **REMINDER _ ALL events must be concluded and all guests cleared from the clubhouse and/or side yard by 1:00 AM. The homeowner is responsible and solely liable for any violations of noise ordinances. Any costs/fines assessed against the Association for violations of noise ordinances and/or other laws/ordinances/codes shall be paid by the homeowner. The Association may retain some or all of the \$500 deposit to be used toward the payment of such fines.**

PARKING: If the clubhouse parking lot is not sufficient, please instruct guests to park on the WEST end of Residence Drive (away from the residential area) on the clubhouse side of the drive. Do NOT double-park on Residence Drive. If the clubhouse side of Residence Drive is full, please begin parking on one side of Greenridge Drive. Please be a good neighbor and organize the parking for any large event appropriately.

OCCUPANCY: Per the Pike Township Fire Marshall, the clubhouse has a **maximum occupancy limit of 76 people.**

CANCELLATIONS: Due to the large number of requests to use the clubhouse, a **TWO (2) WEEK** cancellation notice is required. For the month of December, a **FOUR (4) WEEK** cancellation notice is required due to the holiday. Failure to provide the required notice will result in forfeiture of the rental fee. Cancellations received within two-weeks (or four-weeks, if December) of the rental date will result in the homeowner being charged for the rental. In that event, the Association will invoice the owner for such rental fees, which shall be due not later than thirty (30) days from the date of the invoice. If the homeowner fails to pay such rental fees within thirty (30) days, the same shall be added to the owner's account for maintenance assessments and subject to the same remedies as set forth in the Association's covenants for unpaid assessments.

CLEANING: Use of the clubhouse requires satisfactory clean-up. The Association has arranged for the cleaning to be done after each rental. The renting homeowner's personal clean up and all trash removal must be completed by **10:00 AM the following day.** The reason for this is due to many weekends having back-to-back rentals.

DEPOSIT RETURN: Return of deposit is based on checklist compliance and the return of the key in a timely manner. Failure to meet requirements shall result in the loss of the \$500.00 deposit. Accidents and normal wear and tear may cause damage and/or malfunctions. Please report these to Kirkpatrick Management at 317-570-4358 immediately so that repairs can be made. Failure to report an accident that results in damages may result in the forfeiture of the \$500.00 deposit to cover the costs of repairs.

POOL: Reservation of the clubhouse **should not** be construed to include reservation of the pool or restrooms. All residents shall have equal access to the pool area at all times. **No more than FOUR (4) guests may be invited to use the pool at one time and MUST be accompanied by a resident.** Residents shall be held responsible for their guests. **THE POOL MAY NOT BE RESERVED AT ANY TIME.**

Alcohol: The homeowner may serve alcohol within the clubhouse when done in accordance with all federal, state, and local laws and licensing requirements. The undersigned warrants that all servers of alcohol have the licenses required by law to serve alcohol and servers shall adhere to the state and federal laws regulating the sale and service of alcoholic beverages. No one under the age of 21 shall be permitted to drink on the premises. Servers are not to serve any individuals that are under the legal age, or who appear inebriated or under the influence of too much alcohol.

*****All parties and/or other functions/events held at the clubhouse and/or side yard MUST BE CONCLUDED BY 1:00 AM.**

*****The clubhouse and/or side yard must be cleared of any and all guests by 1:00 AM.**

*****Please remember to lock all doors behind you when leaving.**

I HAVE READ THE FOREGOING RULES AND AGREE TO ABIDE AND HAVE MY GUESTS ABIDE BY THE SAME.

Homeowner Signature

Date

Printed Name

Manager's Signature

Date