

**Old Mill Village Clubhouse and/or Pool Rental Contract**

**RENTER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE #:** \_\_\_\_\_ **E-MAIL:** \_\_\_\_\_

**DATE OF CONTRACT:** \_\_\_\_\_ **DATE OF RENTAL:** \_\_\_\_\_

**CLUBHOUSE RENTAL RATE: \$** \_\_\_\_\_ **DATE PAID:** \_\_\_\_\_

**DEPOSIT DATE AND AMOUNT RECEIVED:** \_\_\_\_\_

**POOL RENTAL RATE: \$** \_\_\_\_\_ **DATE PAID:** \_\_\_\_\_

**DEPOSIT DATE AND AMOUNT RECEIVED:** \_\_\_\_\_

**RENTAL RATE:** A rental deposit equal to the rental rate is required to hold the site at the time of the reservation. The deposit will be non-refundable unless a request for cancellation of the reservation is received at least thirty (30) days prior to the rental date. The deposit shall be in the amount of \$ \_\_\_\_\_. The advanced deposit will be applied towards the rental rate.

**SECURITY DEPOSIT:** A security deposit in the amount of **\$150.00** for the clubhouse and/or **\$200.00** for the pool is due at the time of the contract. The security deposit will be returned to the renter within 10 days after the clubhouse and/or pool passes the post rental inspection by the Clubhouse or Pool Manager, respectfully, and the key is returned to the Clubhouse Manager or their designee.

The undersigned hereby agrees to rent and be responsible for the Clubhouse and/or Pool of the Old Mill Village Homeowners Association and assumes any and all liability for any damages as a result of their rental. They shall also indemnify the Association for any expenses arising from their rental.

The Association may withhold any or all of the security deposit to cover the expenses of unusually extensive cleaning, as well as for any repair or replacement of damages that may have occurred. Additionally, if the amount of damage or cleaning is considered extensive enough to exceed the security deposit received, the Clubhouse and or Pool Manager and the renter shall perform a joint inspection, if desired by renter. If no agreement on damages or cost to cure is found to be mutually agreeable, or if either party refuses to participate in said inspections within 48 hours, then either party has the right to pursue any additional action that it deems necessary.

I, the renter, am entitled to a pre-rental walk-through to look for and note any disrepair that may be noticeable. I hereby request that walk through:

\_\_\_\_\_.

I, the renter am waiving my right to a pre-rental walk through: \_\_\_\_\_.

**CLUBHOUSE RENTAL:** The renter's activities will not invade the privacy of the surrounding homeowners and all activities will be contained within the Clubhouse. In addition, the driveway and parking lot are included in the rental and the renter is responsible for their maintenance and any damage to them. In a Clubhouse rental, the pool, pool deck and lifeguard room are off limits. **In addition, equipment provided for ongoing rental customers (Jazzercise for example) is prohibited.** Invasion of these areas will result in the automatic and full forfeiture of the entire security deposit, as well as any future rental privileges as determined by the Old Mill Village Board of Directors. Additionally, the renter agrees to pay for any additional damage caused as a result to the above invasion of those areas listed as off limits. The guard room may only be entered in case of an emergency to use either the phone or fire extinguisher.

The grill at the Clubhouse is available for the additional rental cost of **\$20.00**. The renter must provide their own tanks for the grill. The grill must be cleaned after its use, or an additional **\$25.00** will be withheld from their security deposit for cleaning.

**POOL RENTAL:** The pool is available for rent from 9 PM until midnight. The renter's activities will not invade the privacy of the surrounding homeowners and all activities will be contained within the Pool area and restrooms located in the guard room. In addition, the driveway and parking lot are included in the rental agreement and the renter is responsible for their maintenance and any damage to them. In a Pool rental, the clubhouse is off limits. Invasion of this area will result in the automatic and full forfeiture of the entire security deposit, as well as any future rental privileges as determined by the Old Mill Village Board of Directors. Additionally, renter agrees to pay for any additional damage caused as a result to the above invasion of those areas listed as off limits. **Please note that no glass, smoking or alcohol is allowed inside the pool area. Any glass breakage that is discovered will require the pool to be emptied, cleaned and refilled. The renter agrees to pay the full cost of that activity, which may cost as much as \$3,000.00. The renter also agrees to pay 3 lifeguards \$20 an hour each in cash at the beginning of the rental. Lifeguards will be supplied by the Old mill Village Pool Manager.**

The Rules and Regulations applicable to the Clubhouse and/or Pool will apply to the renter and anyone attending the function.

This rental agreement can not be assigned, amended or modified without the written consent of both parties.

\_\_\_\_\_  
Renters Signature and date

\_\_\_\_\_  
Clubhouse and/or Pool Managers Signature

**RELEASE FROM LIABILITY AND AGREEMENT TO INDEMNIFY**  
**THE OLD MILL VILLAGE HOMEOWNER'S ASSOCIATION**

This agreement is made on \_\_\_\_\_, in the City of Brunswick, County of Medina and the State of Ohio.

The parties to the agreement are \_\_\_\_\_, City of \_\_\_\_\_, County of \_\_\_\_\_, State of Ohio, hereinafter called "Indemnitor", and OLD MILL VILLAGE HOMEOWNER'S ASSOCIATION, of P.O. Box 171, Brunswick, Ohio, 44212, County of Medina, State of Ohio, hereinafter called the "Indemnitee".

On consideration for the use of the Old Mill Clubhouse facility and or the Pool, equipment or appurtenances thereto on \_\_\_\_\_ at a cost of \$ \_\_\_\_\_, it is hereby agreed:

1. Indemnitee shall not be liable, and Indemnitor waives all claims, for injury or damage to persons or property sustained by Indemnitor or any occupant of the building or pool on the demised premises or the premises itself, resulting from (1) any part of the building, equipment, or appurtenances on the demised premises in need of repair, (2) an accident in or about the premises, or (3) any injury or damage resulting directly or indirectly from any act or negligence of any occupant of the building or of any other person.
  
2. Indemnitor shall assume all liability for any injury or damages that may arise from any accident that occurs in front of the demised premises, or in, on, or about the demised premises in any areas under control of Indemnitor. Indemnitor shall indemnify Indemnitee against all claims filed by parties injured or damaged by an accident as provided herein.
  
3. Indemnitor shall indemnify and save harmless Indemnitee against all claims arising from the conduct or management of, or from any work or thing whatsoever done in or about, the demised premises or any building, pool or structure thereon or the equipment thereof, arising from any condition of any street or sidewalk adjoining the premises appurtenant thereto, arising from any act or negligence of Indemnitor or any of his agents, contractors, or employees or arising from the accident, injury, or damage whatsoever, however caused, to any person or persons or to the property of any person, persons, corporation, or corporations, occurring during such term of usage on, in or about the demised premises or on the streets or sidewalks adjacent thereto.
  
4. Indemnitor shall also indemnify Indemnitee against all claims, demands, causes of action, suits, or judgments, including expenses incurred in connection therewith, for death or injuries to persons or for loss of or damage to property arising out of or in connection with the use and occupancy of the demised premises by Indemnitor, his agents, employees, or invitees. In the event of any such claims made or suits filed, Indemnitee shall give Indemnitor prompt written notice thereof.

\_\_\_\_\_  
OLD MILL VILLAGE HOMEOWNER'S ASSOC.      INDEMNITOR

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

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

## OLD MILL VILLAGE CLUBHOUSE CLEAN UP CHECKLIST

This is the check list that is to be completed by the lessee after the event being held at the OMV Clubhouse or Pool. **FAILURE TO DO SO WILL RESULT IN A PORTION OR ALL OF YOUR SECURITY DEPOSIT BEING FORFEITED.**

1. Tables are to be wiped off, all tape and other adhesives are to be removed. Tables are to be broken down and stored as required in the storage room.
2. Chairs are to be wiped off if dirty. They are to be stacked, no more than 8 high, back in the storage room. **DO NOT DRAG THEM ACROSS THE FLOOR.**
3. Decorations are to be completely removed. All tape, string, banners, streamers are to be removed completely from the walls. Make sure that they are completely removed from the ceiling, walls, doors and doorways, fans and even outside the facility. **CONFETTI AND/OR GLITTER IS PROHIBITED.**
4. Floor is to be swept. If there are any spills, please mop them up. A mop and broom are in the front hall closet as you enter the clubhouse.
5. Carpet is to be clean of paper. If there is a spill, please place a towel on the spill and apply pressure to it. Please place a clean towel over it and leave it there. Please notify the Clubhouse Manager of the spill.
6. Kitchen tile, refrigerator, counters, cabinets, stove, microwave and sink must be cleaned. Please do not leave anything in the refrigerator; it will be disposed of.
7. Restrooms are to be cleaned and all trash removed.
8. Fireplace **DOES NOT WORK. PLEASE DO NOT TRY TO START IT.**
9. Windows are to be closed and locked with blinds closed.
10. Thermostat is to be turned down to 60 degrees in the winter and 75 degrees in the summer.
11. **ALL GARBAGE MUST BE REMOVED FROM THE PROPERTY. DO NOT LEAVE IT FOR DISPOSAL. A \$10.00 CHARGE PER BAG IS ASSESSED FOR REMOVAL OF ALL GARBAGE.**
12. Lights are to be turned off.
13. Doors are to be locked.
14. Driveway, parking lot and grass areas are to be cleaned of all paper, cans, bottles or debris. Cigarette smoking is prohibited in our facility, and all cigarettes must be removed from outside.
15. Pool area is not to be entered at anytime, unless included in your rental. The guard room may be entered in an emergency only to call 911. **AT NO TIME ARE THE DOORS TO THE OUTSIDE POOL DECK TO BE OPENED. VIOLATION OF THIS AGREEMENT WILL RESULT IN FORFEITURE OF YOUR COMPLETE SECURITY DEPOSIT.**
16. **WHILE YOU MAY RECEIVE THE KEY TO THE CLUBHOUSE THE DAY BEFORE YOUR RENTAL, YOU ARE NOT AUTHORIZED TO USE THE FACILITY UNTIL THE DAY OF YOUR RENTAL. FAILURE TO COMPLY WILL RESULT IN FORFITURE OF YOUR SECURITY DEPOSIT AND YOUR RENTAL MAY BE CANCELLED.**
17. **ALL CLEAN UP AFTER YOUR EVENT MUST BE DONE THAT EVENING. YOU MAY NOT RETURN THE NEXT DAY TO CLEAN UP OR REMOVE YOUR TRASH.**

**REMINDER:** There is an optional walk through at the time you are given your key. Your security deposit will be returned within 10 days of your rental and upon inspection of the Clubhouse and/or Pool provided there is no damage, additional cleaning necessary and the key has been returned.

### ENTRY/SETUP ADMITTANCE SCHEDULE:

FRIDAY – 11AM  
SATURDAY – 10AM  
SUNDAY – 9AM

**THERE WILL BE NO EXCEPTIONS, UNLESS APPROVED IN WRITING BY THE CLUBHOUSE AND/OR POOL MANAGER.**

\_\_\_\_\_  
LEESE

\_\_\_\_\_  
DATE