

**Wingate Estates District Association, Inc. ("The Association")  
RESIDENT Clubhouse Reservation and Use Agreement**

Reservation Date: \_\_\_\_\_ Resident's Name: \_\_\_\_\_

Time of Reservation: From: \_\_\_\_\_ To: \_\_\_\_\_ (specify a.m. or p.m.)  
(Include setup and cleanup time)

Description of Event: \_\_\_\_\_  
(Indicate if in conjunction with pool event)

Alcoholic beverages served: Yes [ ] No [ ]  
Food to be served: Yes [ ] No [ ]  
Decorations: Yes [ ] No [ ]  
Bounce House/Inflatable\*: Yes [ ] No [ ]

Number of Guests: \_\_\_\_\_ (Maximum number of guests: 30 people)

Number of Tables: Round: 1 2 3 4 5 6 Rectangular: 1 2 (Circle number of tables)

Fee\*: \$15.00 per hour with a minimum three hour rental.  
Set up and cleanup shall be included as part of the reservation time.  
"Note: Any incremental rate per additional hour shall not be prorated for partial hours."

\*Bounce House/Inflatable Use Fee – \$25 (non-refundable)

Damage/Cleaning deposit: Five Hundred Dollars (\$500.00)

Applicant is responsible for any damages/cleaning that exceeds the \$500 Damage/Cleaning deposit.

Homeowner or resident of Wingate Estates must secure rentals. The Fee and Deposit shall be paid by separate checks made payable to **Wingate Estates District Association, Inc.**

**Special Provisions:**

- The Resident is responsible for all set up and tear down of tables and chairs, decorations, vacuuming of carpet, wipe down of counter tops and tables, sweeping/mopping of tiles floors, etc. Immediately following the event. The broom, dustpan, mop, and vacuum cleaner are located in the kitchen closet.
- Restrooms must be picked up; they do not have to be cleaned.
- Remove all trash from the building. Dispose at your own residence.
- The Resident must be present during the entire function and clean up.
- **SURVEILLANCE CAMERAS ARE NOT TO BE OBSTRUCTED.**
- Please note that the clubhouse, front porch, and pool areas are **NO SMOKING** areas.
- The pool and patio area cannot be reserved. Residents shall continuously have use of the pool, patio, and restroom areas during reserved clubhouse events. Therefore, no set up of any equipment (i.e. DJ, additional chairs or tables, decorations, etc.) on pool and patio areas is allowed.
- Wet bathing suits are not allowed in the clubhouse.
- No DJ or live music inside the clubhouse or on the pool and patio areas.
- Clubhouse doors shall remain closed at all times. The Association staff will unlock the front door to allow entry by guests.
- No additional tables or chairs can be brought into the clubhouse. Sitting area furniture cannot be moved.
- Decorations, posters, banners, etc. if used, shall be placed and mounted so that no damage is caused to the facility, and removed after use.
- The Association shall reserve the right to inspect the clubhouse before, during, and/or after the event.
- The Association shall reserve the right to terminate this "Use Agreement" before and/or during the reserved time in the event that any rules of this "Use Agreement" are broken and in addition, the Association shall have the right to charge additional fees to cover the cost of any repair, replacement, etc. over and beyond the prepaid deposit.

The Association shall have the right to suspend future use of the clubhouse/pool due to misuse for a period to be determined by the Wingate Estates District Association Board of Directors on a per case basis.

I have read and agree to abide by all of the above "Special Provisions". \_\_\_\_\_ (initials)

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Unlawful, unsafe, or immoral use of the space reserved and use for any purpose other than that identified hereinabove is prohibited. Loud disorderly, or offensive conduct in the space reserved is prohibited. All use of the reserved space shall commence and end in accordance with the times set forth above and all activities in connection therewith shall be in strict accordance with the rules of the Wingate Estates Residents Club. If alcoholic beverages will be served or consumed in the space reserved, such service and/or consumption will be in strict accordance with all applicable laws and ordinances. Under no circumstance shall alcoholic beverages be (1) consumed or possessed by any person under the age of 21; (2) served to or consumed by an intoxicated person; or (3) offered for sale.

Unless otherwise provided in "Special Provisions" above, Applicant(s) shall be responsible for cleaning the space reserved after its use and for the prompt collection and proper disposal of all litter, debris, and trash resulting in connection with such use. Applicant(s) should take litter, debris, and trash collected to their home and dispose of there. Applicant(s) shall also be liable for the prompt repair or replacement of any property used or owned by the Association that is damaged, destroyed, or lost because the Applicant(s) use of such space.

Applicant is responsible for informing their guests to park any vehicles that do not fit in the clubhouse parking lot to park in the street on the clubhouse side ONLY and to ensure that no residents' driveways are blocked.

Applicant(s) shall indemnify, hold harmless and defend the Association from and against any and all claims, actions, damage\*, liability and expense (including but not limited to Attorney's fees) in connection with the loss of life, personal injury and/or damage to property, arising from or out of the reservation, occupancy or use by Applicant(s) of the space reserved or any part thereof or any other part of the Wingate Estates Resident Club, occasioned wholly or in part by an act or omission of Applicant(s) or Applicant(s) invitees.

**The clubhouse' usage policy has been amended to allow private use of inflatables and bounce houses (this and potential other like activities such as waterslides, etc. are subject to management approval) and the resident must provide proof of insurance naming the Association, Wingate Estates District Association, Inc. as an additional insured. The insurance must be adequate by having a required minimum coverage of \$1,000,000 comprehensive public liability, property damage and personal injury. There must be a required minimum of \$100,000 for medical coverage. The vendor used must meet the stated insurance requirements. The responsible party, being the person who is reserving the clubhouse and whose signature is on the UA, shall remained at the site for the entire time that the inflatable is on property. The inflatable and such cannot remain on property beyond the approved reserved event time stated on the UA. The location for the Bounce House/Inflatable must be on the east side of the clubhouse. If plugging into the clubhouse, the cord must be properly secured/taped down at all times to avoid a trip hazard.**

**All fees, Use Agreement and required insurance certificate must be received no less than 5 business days prior to the reservation date. If not received, your event is subject to interruption and/or disbandment at any time and your fees will be forfeited. It is the APPLICANT'S responsibility to verify that all documentation has been received by the Association.**

The undersigned Applicant(s), joint and severally, if more than one, hereby represent to the Association that the space reserved will be in accordance with the foregoing and agree to be bound by the terms and conditions of such use set forth below.

**NOTE:** For regular, non-exclusive use of the clubhouse, a damage/cleaning deposit must be paid and no more than 10 guests permitted without the payment of the hourly fee.

**\*\* There is no lifeguard on duty at the pool. Swim at your own risk. \*\***

**By signing below, I am agreeing to abide by all of the rules and regulations of the Clubhouse/Pool that are attached to this agreement and also all the provisions and stipulations of this "Use Agreement" and to ensure that all of my guests do the same. In addition, I understand that any violation of the rules of the pool, clubhouse, or Use Agreement can result in the loss of the Damage/Cleaning deposit. \_\_\_\_\_ (initials)**

<b>Signature:</b> _____	<b>Witness:</b> _____
<b>Print Name:</b> _____	<b>Print Name:</b> _____
<b>Address:</b> _____	<b>Print Address:</b> _____
<b>Phone:</b> _____	<b>Phone:</b> _____

Wingate Estates District Association, Inc. reserves the right to approve or deny any rental application for the use of the clubhouse. **Approved [ ] Denied [ ]**

Approved and accepted by the Wingate Estates District Association, Inc.

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Received payment of fees on:** \_\_\_\_\_ **Check(s)** \_\_\_\_\_ **&** \_\_\_\_\_ **or Cash** \_\_\_\_\_