

Wemberley Hill Garden Homes

Clubhouse Application and Rental Agreement

This agreement confirms the reservation of the Wemberley Hill Garden Homes Clubhouse at 10601 Wemberley Hill Boulevard in Louisville, Kentucky 40241.

Date: From: A.M./P.M. Circle One To: A.M./P.M. Circle One

Printed Name of Homeowner:

Purpose for Rental:

The use of the Clubhouse shall be for no other purpose except for the following:

Examples: Birthday Party, Family Get Together, Bridal Shower, etc.

Number of Guests: The WHGH Clubhouse central room is limited to 40 persons by METRO FIRE DISTRICT

- The Clubhouse cannot be sublet or used for any other purpose except as set forth in the above section. Failure to comply with this agreement may result in loss of the security deposit, future use of the facility, and a penalty fine. The Clubhouse may not be reserved during Association business meetings or Association group affairs. The Clubhouse cannot be used for any form of Business Meeting or Organizational Meeting. Examples would be a Sales Staff meeting, a Cosmetic, or other Products Party, etc. The Clubhouse may only be used for WHGH residents and family-type gatherings.
- The hours for which the Clubhouse is to be utilized shall not exceed 11:00 P.M. Sunday through Thursday and 1:00 A.M. Friday and Saturday.
- A non-refundable rental fee of \$50.00 must be paid at the time the Clubhouse reservation is made. Payment must be made by personal check made payable to Wemberley Hill Garden Homes. Cash, company, or organization checks are not acceptable.
- A security/cleaning deposit that may be refundable shall be made for \$100.00 and must be paid at the time when the Clubhouse rental is made. The refund of this deposit shall be at the discretion of the Clubhouse Manager or Wemberley Hill Garden Homes, Inc. assuming the Clubhouse is left in an acceptable condition.
- Rental of the Clubhouse is restricted to unit owners only. The unit owner must be in good standing, up-to-date with all fees, and must be present throughout the rental period.
- Any unit owner that uses the Clubhouse for a function without entering into this agreement prior to its use is subject to a fine that will be assessed against the unit owner.

- The unit owner shall be responsible for the following:
 1. Controlling the noise of the function as the Clubhouse is in the center of the complex and is close to several units.
 2. Advising guests of regulations, specifically not to use reserved parking areas in front of garages or parking on Wemberley Hill Boulevard. Reference is made in the WHGH Rules and Regulations.
 3. No guest of the function is permitted to use the exercise equipment located in the exercise room of the Clubhouse.
 4. No guest of the function is permitted to use the Clubhouse pool.
 5. The cleaning and overall condition of the Clubhouse and all facilities contained therein after the function is over. This includes removal of all decorations and cleaning of the floor.
 6. Replacement of all furniture, chairs, etc. to their beginning location and condition at the time the rental began.
 7. All doors must be locked when departing. All lights and fans must be turned off.
 8. Smoking is not permitted inside the Clubhouse.
 9. Animals are not permitted inside the Clubhouse except for assistance animals.
 10. The use of alcoholic beverages may be permitted, providing the following conditions are satisfied:
 - a) The unit owner shall not serve liquor to any minor.
 - b) The unit owner agrees to hold Wemberley Hill Garden Homes, Inc. Harmless of any and all actions of the guests at the function.
 11. Nothing shall be nailed, screwed, or attached to the walls in any way.
 12. No open flames (birthday cake candles are permitted) are permitted including the use of the fireplace and other candles.
- If a caterer is going to be cooking or preparing food with Clubhouse Equipment a Certificate of Insurance must be on file with the WHGH Board evidencing Workers Compensation Insurance and Commercial General Liability Insurance with the following limits of General Liability:
 - \$1,000,000 General Aggregate
 - \$1,000,000 Products Aggregate
 - \$1,000,000 Occurrence Limit
 - \$500,000 Fire Legal Liability
 - The insurance certificate should show: Wemberley Hill Garden Homes, Inc. as an additional insured and as certificate holder.

The undersigned agrees that by placing their signature, they will be hereby agreeable to all the terms and conditions set forth herein, including but not limited to the unit owner's obligation to save, hold harmless, and indemnify the Wemberley Hill Garden Homes Inc. from any and all damage, liability, or injuries incurred during the unit owner's use of the premises.

The unit owner realizes the violation of any of the terms set forth herein may result in the loss of the deposit and/or being requested to leave the clubhouse premises and furthermore, the unit owner accepts the responsibility for the payment of any damages caused to the Clubhouse, its contents, or property by anyone attending the affair.

Unit Owner further understands the Application and Agreement for the rental of the clubhouse and agrees to abide by all of the 'Rules and Regulations' and other 'Governing Documents' of the Wemberley Hill Garden Homes, Inc. and of this Agreement.

I certify by my signature that I have read the 'Rules and Regulation' of Wemberley Hill Garden Homes, Inc. I certify the Clubhouse is to be left in the same condition that is it was in prior to the event as stated in this Clubhouse Application and Rental Agreement. I am responsible for all damages that may occur, and for any and all expenses that might result until the Clubhouse is approved for acceptance by the WHGH Clubhouse Manager. It is understood that any damages not paid within five days of the Clubhouse Rental by me will constitute a lien on my unit residence in Wemberley Hill Garden Homes.

Unit Owner Name: (Print)	
Unit Number:	
Unit Owner Signature:	
Date:	
Unit Owner Telephone #	
Alternate Telephone #	
Name of Caterer:(if used)	

Signature of WHGH Clubhouse Manager or WHGH Board of Director's Member:

Signature: _____ Date: _____