

Summer Wind Private Estates Homeowners Association, Inc.

Community Room Rental for Private Event Rules

All Clubhouse rentals are for the Community Room and are fulfilled on a first come-first serve basis at the time the rental deposit and rental form are received. Rentals can be made a maximum of one year in advance and not less than 72 hours prior to the requested rental date. The Member must be in good standing to rent the Community Room. Any outstanding violations, fines, assessments, or late fees on your account will preclude you from renting the Community Room.

A refundable rental fee of \$185.00 is due at the time of application. The Member will choose one option upon renting as to how their rental fee is utilized: 1.) The Member can clean the Community Room immediately upon completion of the rental in its entirety and receive the \$185 rental fee back or 2.) The Member can choose to use the \$185 rental fee to cover a basic cleaning by a third-party company contracted by the Association.

- The rental period will begin at 9AM and terminates at 11PM on the date reserved.
- The Member renting the Community Room must be present at all times during occupation of the Community Room and will be held responsible for conduct of guests while at Summer Wind.
- All functions or events in the Community Room must end by 11PM, and the Community Room and Clubhouse vacated by the same time. The Community Room's maximum capacity is 48 people. Once the function is over, all cars must be removed from the Clubhouse parking lot. Any cars left behind are subject to towing at the Member's expense.
- Nothing is to be taped, nailed, or tacked to the walls or ceiling. Glitter and confetti shall not be used at any time within the Clubhouse facilities, including the Community Room.
- Any music, performance, or sound of any type must be in accordance with the Canfield Township and Mahoning County noise ordinances.
- Pets are not permitted inside the Clubhouse or Community Room.
- Smoking in or around the Clubhouse is prohibited.
- The Member must remove from the facility all food, decorations, and trash. This is not included in the third-party cleaning fee. Trash bags are supplied by the Association and are located under the kitchen sink. All trash and debris are required to be bagged and removed from the Community Room and Clubhouse by the Member at the end of each rental period. Failure to take trash with you will result in a \$100 fine being assessed to Member's account.
- If the Member elected to clean the Community Room for a refund of the rental fee deposit, the Community Room must be cleaned in accordance with the cleaning checklist as posted in the Community Room kitchen, a copy of which is attached to these Rules.
- The contracted cleaning company will vacuum carpets and rugs, sweep and mop floors, wipe surfaces including appliances, and clean the bathrooms. The cleaning areas included are the hallways from the entrance to the Community Room, the Community Room and the two bathrooms nearest to the Community Room. Any area outside this area is the responsibility of the Member to wipe, sweep/vacuum, and mop, if necessary. Failure to clean the areas utilized but not included in the cleaning rental fee will result in a forfeiture of the \$185.00 rental deposit for expense incurred by to Association to do so. The Member's account will be charged for damages to the Community Room and Clubhouse.
- A Member who elects to be refunded the \$185.00 deposit will be required to vacuum carpets and rugs, sweep and mop floors, wipe surfaces including appliances, and clean the bathrooms. The cleaning areas for which the Member is responsible for cleaning are the hallways from the main entrance to the Community Room, the Community Room and the two bathrooms nearest to the Community Room. Any area outside this area utilized during a rental will also be the responsibility of the Member to wipe, sweep/vacuum, and mop. Failure to clean the areas will result in a forfeiture of the \$185.00 rental deposit to cover third party cleaning.
- The Member will be held responsible for any damages that occur during the rental period, or as a result of failing to properly secure the Community Room during or after the conclusion of the rental period. All damages will be repaired at the sole discretion of the Board of Directors and all costs will be charged to the Member's account in accordance with Declaration Article VII, Section 6(d).
- The Clubhouse rental is strictly for the Community Room only. The pool area is not included in the rental, and utilizing the pool and pool area is prohibited. The renting Member assumes full responsibility for personal injury, including death, to self and guests, and further releases and discharges Summer Wind Private Estates Homeowners Association, Inc. for injury, loss, or damage arising out of a Member's, Member's family, or Member's guests' use of or presence upon the Summer Wind pool facility. Further, in the event the Association incurs any liability, damages, or other loss, including attorneys' fees and court costs for an incident that occurs during a Community Room rental, the Member who rented the Community Room during which the incident giving rise to such liability, damage, or loss will indemnify, defend, and hold harmless the Association to the fullest extent permitted by law.
- In order to protect the investment of the Clubhouse and the safety of all Members and guest the property is under surveillance at all times. However, the Association is not responsible for security in the Clubhouse.

Summer Wind Private Estates Homeowners Association, Inc.
Community Room Rental Form

Please make checks in the amount of \$185.00 payable to Summer Wind Private Estates

Mail Rental Agreement (1 page) and check to:

BrodMor Community Management

1045 Tiffancy South, Suite 3

Youngstown, OH 44514

Call (330) 726- 7330 with questions

Please keep the rules and cleaning checklist for your reference.

Please read all items on page 1. Please fill out all items indicated below.

Member Name: _____

Address: _____

Phone #: _____ Rental Date: _____

Brief Description of Event: _____

PLEASE SELECT ONE:

- ☐ I WISH TO RECEIVE A FULL REFUND OF THE DEPOSITED AMOUNT OF \$185 AND CLEAN THE COMMUNITY ROOM
- ☐ I WISH TO UTILIZE THE THIRD-PARTY CLEANING COMPANY FOR THE COST OF \$185, FOR WHICH I UNDERSTAND MY DEPOSIT WILL COVER AND NOT BE REFUNDED

By signing this form, you acknowledge and agree to the Community Room Rental for Private Event Rules as listed above, which governs your use of the Clubhouse and Community Room. The Board of Directors reserve the right to determine if a violation of these Rules has occurred and assess a \$50 violation fine, in addition to the cost for any damage, additional cleaning, or repairs.

Any fee assessed will be added to the Member's HOA account and due within 30 days of assessment. If a fee is assessed, the Member will be notified in writing of the violation and penalty and/or assessment amount and be provided with an opportunity for a hearing with the Board of Directors. The Board of Directors reserve the right to terminate a Member's rental at any time prior to or during a rental period if violations of the Declaration or these Rules have occurred.

Member Signature

Date

Summer Wind Private Estates Homeowners Association

c/o BrodMor Community Association Management
1045 Tiffany South, Suite 3, Youngstown, Ohio 44514
(330) 726-7330 fax (330) 726-8620

Community Room Cleaning Checklist

- € Remove all equipment, decorations, supplies, personal articles, displays, etc.
- € Return all furniture to original location.
- € Return fold-up tables and chairs to storage location.
- € Clean up any spills or food items from furniture and in the kitchen.
- € Wipe down tables and counters
- € Wipe the inside & outside of all appliances used, including refrigerator
- € Clean, dry and return any used kitchen utensils or items to their original location.
- € Take all remaining food items with you - check refrigerator and cabinets.
- € Sweep and Mop Hard Floors
- € Vacuum carpet
- € Remove all trash. ALL trash must be removed from the Clubhouse and disposed at the members residence.
- € Bathrooms should be left in good condition.
- € Turn off all lights, TV, fan, and fireplace.
- € Lock all windows and doors prior to exiting the building.

If a member or their guest utilized any other area of the Clubhouse during a rental, the member shall be responsible for cleaning that area prior to the end of their rental.