

West Hamilton Crossing Owner's Association, Inc.

Clubhouse Rental Agreement

608 Victoria Station Way

Fort Wayne, IN 46814

The West Hamilton Crossing Owner's Association II, Inc. ("Association") Clubhouse can be rented to host meetings and small social gatherings. The Clubhouse is equipped with rest rooms, a complete working kitchen, a fireplace, and some tables and chairs. Maximum occupancy is 52.

	Security Deposit	Rental Fee
Owner	\$100.00	\$100.00 discounted rate
Renter	\$100.00	\$200.00

Please check One:

Owner

☐

Renter/Non Resident

☐

First Name: _____ Last Name: _____

Address: _____

Telephone: (H) _____ (C) _____ Email: _____

Date of Event: _____ Start Time: _____ End Time: _____ Estimated Attendance: _____

Please describe type of event: _____

	Yes	No
Food/Beverage Present	<input type="checkbox"/>	<input type="checkbox"/>
Caterer Present	<input type="checkbox"/>	<input type="checkbox"/>

THIS SECTION FOR OFFICE USE ONLY

Security Deposit Paid:

- Cash: _____
- Check: _____ Chk # _____

Rental Fee Paid:

- Cash: _____
- Check: _____ Chk # _____
- Money Order: _____ M/O # _____

CODE:

Code given on _____ / _____ / _____

Rental Policy Information

Facility Usage: The facility may not be reserved more than one (1) year in advance. No facilities may be used for fund raising purposes with prior approval from the Association. Sales of Alcohol is prohibited. Requests for periodic, regularly recurring use of the facility must be approved by the Association.

Hours: The facility may be rented Monday – Sunday. The facility may not be used past 1 a.m. without prior approval from the Association. Please allow appropriate time for setup before the event and cleanup after your event.

Rental Agreement: To reserve the Clubhouse, a Facility Rental Agreement must be completed, signed and returned to the property management company. Owners **MUST** be current on their association dues in order to rent the facility.

Security Deposit: All rental applicants must pay a security deposit of \$100.00 by cash, or personal check. **If using check, it must be handed in at least ONE week prior to rental date.** The deposit is refundable if the facility is left clean and there is no damage to furnishings or equipment. Any costs incurred in cleaning or repairing the facility will be deducted from the deposit. Should damage exceed the deposit, the Association will resort to legal remedies, including a lien on owner's property. The decision of whether the deposit shall be refunded is solely up to the Association and will not be refunded until the facility has been inspected by an Association board representative.

Rental Fees: All rental fees and a refundable security deposit are due at time of application by cash, check, or money order.

Reservations: Clubhouse reservations are "first-come, first-served" with priorities given to Association Owner functions. A completed form and both subsequent checks are to be received by the property management company to guarantee reservation.

Reservation Status: A rental reservation is considered binding after the Facility Rental Agreement has been signed by the rental applicant and approved by the property management company. **Renter will need to call the management company at least ONE WEEK prior to the reservation to confirm the rental.** At this time the renter will receive a code to enter the building.

Parking: Limited spaces are available for parking at the Clubhouse. Vehicles shall not be parked on the grass. Vehicles can be parked along the road leaving room for traffic to flow.

Personal Property: The Association is not responsible for any valuables or personal property left on the premises.

Animals: Animals, with the exception of service animals, are not permitted inside the Clubhouse without prior approval of the Association.

Alcoholic Beverages: If any alcoholic beverage is to be present, the homeowner is held liable for their guest's actions while in the West Hamilton Crossing Clubhouse. No persons under twenty-one years of age shall be permitted to consume any alcoholic beverages while on West Hamilton Crossing property. NO Alcohol is to be sold on the premises. This Rental Agreement is subject to automatic termination by the Association.

Cleaning: The facility must be cleaned, all decorations and trash must be removed, and the facility must be vacated by the end time indicated on the Facility Rental Agreement. The rental applicant is responsible for removal of all personal articles, including but not limited to leftover food, decorations, and trash, etc. All table tops, chairs, counter tops, and any appliances used must be wiped clean. Rental applicant shall spot mop any spills and vacuum as needed. Renter will need to provide own vacuum cleaner. All appliances and lights must be turned off, all doors/windows locked and the alarm set. Cleaning check list must be returned to the property management company. If it becomes necessary for the Association to do an extensive amount of cleaning, there will be a corresponding deduction from the security deposit, as determined by the Association.

Caterers: Rental applicants may choose to employ an outside caterer for their event. Caterers are required to abide by all policies outlined in the Facility Rental Agreement. All food and beverages must be removed from the premises after the event. Waste food, ice, and beverages may not be dumped onto soil or landscaping anywhere on the premises either by guests or catering staff. Rental applicants and/or their caterers are required to provide their own tableware, linens, and service needs. No catering equipment, décor or other items may be left behind or stored on the property after an event unless prior arrangements have been made with the Association.

Minors: Any rental participants under the age of eighteen (18) is required to have at least one (1) adult chaperon for every ten (10) minors present during the event.

Decorations: No decorations or temporary fixtures may be affixed to the building or any architectural feature with nails, tacks, staples, or any application that will cause irreversible damage. Tape is not permitted on any walls, glass, or fixtures.

Confetti: Thrown rice, birdseed, glitter, and all types of confetti are prohibited.

Candles: All candles must be contained in a glass container taller than the top of the candle flame.

Smoking: Smoking is prohibited inside or on the grounds of all Association facilities.

Care of Premises: Neither renter nor guests will cause damage to the premises, or permit anything to be done whereby the premises will be in any manner injured, marred or defaced. Renter will not make or allow to be made any kind of alterations to the premises. The premises shall be inspected by an Association Board member before and after the event to ascertain any damage which might have occurred during the event or pre/post production of the event. Special care must be taken in the moving of furniture to prevent damage to walls and floors. Nothing must be allowed to drag across the surfaces. No portion of the sidewalk, entries, passages, or fire exits may be obstructed by renter, guests, or representatives, or used for any other purpose other than ingress or egress from the premises.

Acceptance of Premises: It is understood that renter accepts premises "As is." Renter may make, at its own expense, only those changes, alterations, installations and decorations which are stated in this Agreement. Premises will be returned in the same condition as when first occupied.

Questions/Problems: You will be provided with the name and phone number of an Association contact should you have any questions or problems before or during your rental of the Clubhouse.

I have read all of the Rental Agreement information and, by signing below, I agree to comply with the provisions of this Rental Agreement. I understand that my security deposit may be forfeited or I may be billed for any additional expense should any of the aforementioned requirements be ignored or abused, or if any damages are a result of the actions of my rental.

I acknowledge that my use of the facility is purely for the pleasure of my guests. West Hamilton Crossing's Board of Directors sanctioned community events shall be permitted for the benefit of the community. I further acknowledge that neither the property manager, nor the Association has assumed any responsibility for, nor shall the property manager or the Association have any liability for, the actions or inactions of the my guests and invitees or for any injury, damage or loss any person may sustain while using the facility or in connection with or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any person while using the facility.

On behalf of myself, my heirs, successors, and assigns, I agree to indemnify, defend and hold harmless the property manager and the Association and their respective officers, directors, shareholders, agents, members, successors, and assigns against any and all claims, demands, damages, costs and expenses, including reasonable attorney fees arising from the user of the facilities, including the buildings and sidewalls adjoining same, by myself, my guests, and invitees, or as result of any activity including consumption of alcohol or other intoxicating substances, engaged in by any such person while using the facility. In the event any action or proceeding is brought against the property manager or the Association, their respective officers, directors, shareholders, agents, members, successors, or assigns by reason of any such claim, I covenant and agree to pay all costs of defense of such action or proceeding by council satisfactory to the property manager and the Association.

The foregoing indemnification and defense obligations shall not be conditioned upon the availability of insurance coverage and my failure to obtain insurance coverage or the refusal of the insurer to pay any claim or otherwise assist me in fulfilling such obligations shall not relieve me of the indemnification and defense obligations set forth herein.

Signature: _____

Date: _____

The West Hamilton Crossing Owner's Association reserves the right to refuse application for good cause or to revoke the rental applicant's permit privileges. If this occurs, we will attempt to notify you as soon as possible.

PAYMENT INFORMATION: DEPOSIT & RENTAL FEE MUST BE PAID SEPARATELY. DEPOSIT MUST BE PERSONAL CHECK OR CASH.

MAIL FORM TO:

West Hamilton Crossing
507 Airport North Office Park
Fort Wayne, IN 46825