WOODLAND SPRINGS, INC CLUBHOUSE RESERVATION AGREEMENT

(Revised October 2019)

Please read the document carefully and complete the entire form. Return form with reservation and deposit checks (separate checks) made payable to WOODLAND SPRINGS, INC to the Clubhouse Rental Coordinator.

Requested Date of Event:		Alternate Date	e:
From:AM/PM	To:AM/I	PM Type of Event:	
Number of Guests Expected	l: (Clubhouse	Capacity: 120 adults and City of Carmel Fire R	/or children per egulations)
Reserved by:			
Telephone :	(I	Home)	(Mobile)
Address:			
City, State and Zip code:			
Email Address:			
Woodland Springs Reside Woodland Springs, Inc. me Children/Tween/Teen partie one years or older) present that there will be at least or adult attendance requirement Chaperones: Name, address	embers. You agree that yes at the clubhouse, you a during the entire event. ne (1) adult for every tent.	ou will be present through gree that there will be at le For pool parties during no a (10) attendees. Lifeguar	nout your entire event. For east four (4) adults (twenty- ormal pool hours, you agree
1.			
2.			
3.			
4			

EVENT HOURS

Should an event last beyond 11:00 PM, then all event activities must be contained within the inside of the clubhouse with the doors closed to avoid noise impacting the surrounding homes. All events must be concluded no later than 2:00 AM, or such earlier time as required by state or local law to avoid any curfew violations. Conclusion of an event includes that all attendees vacate the clubhouse and parking lot.

RENTAL FEES AND DEPOSITS

Your reservation will only be guaranteed upon payment of the rental fee and damage deposit. If you cancel your reservation 31 days or more from the scheduled event all of your deposits will be refunded to you. However, if you cancel your reservation less than 30 days from the scheduled event you will be refunded 50% of the rental fee and all of the damage deposit. If you cancel less than 14 days from the scheduled event you will forfeit 100% of the rental fee; however, the damage deposit will be returned to you.

Clubhouse Rental Fee: \$150.00

Clubhouse Damage & Failure to Clean Deposit: \$175.00

Any Woodland Springs resident who writes a check that is returned by the bank for "Insufficient Funds" will forfeit their right for rental of the Woodland Springs, Inc Clubhouse and/or Clubhouse and Pool. The homeowner will be responsible for paying the bank or lending institution charges for "Insufficient Funds" which are incurred by Woodland Springs, Inc or its Management Company. If the homeowner wishes to present a new check for rental and damage deposit(s) it must be a Cashier's Check made payable to Woodland Springs, Inc. No cash or credit card payments are allowed.

You agree to forfeit at a minimum, the deposit amount if there is any damage or the rules specified herein are not satisfied, no matter how insignificant it may seem. If additional cleaning is required after the party of if there is damage to the clubhouse, equipment or grounds, those expenses will be deducted from your deposit. You agree to pay promptly for any expenses incurred by Woodland Springs, Inc that exceed your deposit.

Indemnification and Release: The undersigned agrees to protect, release, defend, indemnify and hold harmless Woodland Springs, Inc. and its officers, directors, principals, agents, volunteers, members, employees, and all persons or entities acting for them (collectively "Releasee's") from and against any and all liability, damages, claims, attorney fees, costs, lawsuits, liens and judgments of whatever nature including claims for contribution and/or indemnification of injuries to or death of any person or persons, or for damage to the property of any person or persons caused by or arising out of any activity related to this agreement. Renter's obligations to protect, defend, indemnify and hold harmless, as set forth in this paragraph, shall include any and all attorney's fees incurred by any of the Releasees in the defense and/or handling of any lawsuit, cause of action, claim, or investigation relating to the rental activities and/or in enforcing and/or obtaining compliance, with this agreement. Any unpaid amounts shall accrue interest at 8.0% interest per annum, and Woodland Springs, Inc. is entitled to recover its attorneys' fees and costs incurred in collecting any unpaid amounts. Any lawsuits pursuant to this agreement or arising from the event described herein shall solely be brought in Indiana and the substantive law of Indiana shall apply. If any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in fully force and effect.

The undersigned has had sufficient time to read this entire document and, should she/he choose to do so, consult with legal counsel prior to signing. The undersigned understands that the event might not be made available to the undersigned or that the cost to engage in the event would be significantly greater if she/he elected not to sign below, and agrees that the opportunity to hold the event at any stated cost in return for the execution of the above release is a reasonable bargain. The undersigned has read and understood this document and has the authority to execute it and agrees to be bound by its terms. Your proposed event is not approved until you receive written approval via Email or USPS from the Woodland Springs, Inc Rental Coordinator, Board of Directors or the Management Company.

Woodland Springs Homeowner Signature:		*
Address:		
Telephone:	Home	Cell
Date signed:	<u> </u>	

Please return two (2) copies of all signed documents along with two (2) separate checks for rental fee and damage deposit and mail or hand deliver to:

Name: Tonya Tilson

Woodland Springs, Inc Clubhouse Rental Coordinator

Address: 11231 Rolling Springs Drive

Carmel, IN 46033

Phone: 317-703-4171

Email: wsclubhouse@gmail.com

One copy: Renter

One copy: Woodland Springs, Inc File

RULES FOR RENTAL OF THE WOODLAND SPRINGS CLUBHOUSE

- 1. You are responsible for ensuring that all event attendees abide by all applicable laws and ordinances and all governing documents of Woodland Springs, Inc., including, but not limited to, any rules or regulations relating to the use or operation of the pool facilities, all of which are incorporated herein by this reference. Specifically, if you intend to furnish alcoholic beverages at the event, you agree to obtain all required licensure and/or permits (if necessary), to check identification as required by law, to comply with all other laws related to such activity, and to ensure responsible consumption and the safety of all attendees. Woodland Springs, Inc. retains the right to terminate the event for any violation of any law, ordinance, or any term of its governing documents, or if the conditions for the event become unsafe, and to retain any fees paid.
- 2. You certify that there will be no fee charged to guests. No money-making, fundraising, or gambling activities are allowed in the clubhouse or on any common property.
- 3. You agree to return the clubhouse key to the Woodland Springs, Inc. Clubhouse Coordinator at her/his home the SAME day or night of clubhouse usage even if it is after 2:00 AM or unless previous arrangements have been made with the Rental Coordinator. The Clubhouse Rental Coordinator will provide a drop box in which the key is to be returned.
- 4. You agree that a **NO SMOKING/NO VAPING/OR OTHER TOBACCO PRODUCTS** policy will be strictly enforced and that all guests will be advised that smoking, etc is not allowed in the clubhouse or in the pool area. Smoking, etc is not permitted within fifteen (15) feet of the front of the clubhouse or in the pool deck or pool area. Smoking, etc is not permitted from any balcony or porch area off the kitchen. All smoking debris must be removed from the grounds.
- 5. You agree to keep ceiling fans off if balloons are used. If balloons become entangled in the fans, a minimum charge of \$100.00 will be assessed to remove the debris from the fans.
- 6. No nails, tacks or tape of any kind EXCEPT Blue or Green Painters Tape or "Command" Strips may be used to adhere decorations to walls, railings or bannisters in or outside of the clubhouse. An additional charge of \$50.00 will be imposed if this rule is not followed. There are NO EXCEPTIONS ALLOWED.
- 7. You agree that all decorations, painters tape, food and beverages, and other event-related equipment and refuse will be removed from the premises prior to inspection by the Clubhouse Rental Coordinator or her/his designee.
- 8. You agree that Tiki torches and other exposed flames will not be used in the clubhouse, on clubhouse grounds, or elsewhere on the common property. The ONLY permissible flames are candles used on birthday cakes. ABSOLUTELY NO FIRES ALLOWED IN CLUBHOUSE FIREPLACE.
- 9. You agree to not erect a party tent or any other outdoor structure on the clubhouse parking lots or elsewhere on the common grounds unless approved by Woodland Springs, Inc Board of Directors. Under no circumstances will stakes be driven into the pavement or sidewalks. Any desired alterations of any kind to clubhouse, pool and surrounding areas require prior approval from the Woodland Springs, Inc Rental Coordinator or the Woodland Springs, Inc Board of Directors.
- 10. If at any time you believe that the event conditions are unsafe, or that an event attendee should be removed from the event, or that an event attendee is unable to use the pool due to physical or medical conditions, then you will, as the case may be, immediately terminate the event, cause the removal of any attendee, discontinue the attendee's use of the pool, and/or facilitate the providing of any necessary medical or emergency services. Should such circumstance(s) arise, you shall also

promptly contact the Clubhouse Rental Coordinator or the Clubhouse Director or any member of the Woodland Springs, Inc. Board of Directors.

11. You agree to perform the following cleanup and closing instructions immediately after the completion of the scheduled event.

a. Kitchen:

- Clean all floor surfaces either by sweeping or vacuuming. Use a dry wet mop with a mild cleaning solution to mop the floor.
- Clean counter tops, sinks, furniture and appliances.
- Wipe down interior and exterior surfaces of refrigerators/freezers, electric range and microwave. Notify Rental Coordinator if electric oven needs to be "Self-cleaned."
- Clean glass sliding door(s) and windows.
- Check walls and ceiling for decorations, food and debris, remove such items.
- Empty all trash into dumpster (located in lower parking lot) and replace trash bags in all trash containers.

b. Restrooms, Hallway and Foyer:

• Same as kitchen, plus clean mirrors, toilets and sinks; empty trash and restock paper goods.

c. Loft:

- Check walls, bannisters, railings and ceilings for decorations, food and debris; remove such items and clean surfaces.
- Clean sliding glass doors. Make sure sliding doors are securely locked.
- Clean hardwood floor by sweeping or vacuuming and mopping with mild solution. Vacuum area rug.

d. Great Room:

- Clean all furniture, TV, hearth area with appropriate cleaning products.
- Check walls and ceiling for decorations, food and debris; remove such items and clean all surfaces
- Vacuum carpet and pit benches, empty vacuum container when finished.
- Replace furniture in the arrangement found in room before event.
- Clean spills and stains from carpet

e. Meeting Room:

- Check walls and ceiling for decorations, food and debris; remove such items and clean all surfaces, including windows.
- Clean furniture and vacuum carpet.
- Clean spills and stains from carpet.

f. Additional Closing Instructions:

- All trash and debris must be removed from the parking lots or other common areas.
- Thermostats should be returned to either 78-80F in summer of 65F in winter.
- Return chairs and tables to the storage room in clean condition.
- Turn off all inside lights and fans. **DO NOT** turn off covered switch in hallway. This controls exterior lights.
- Leave blinds on windows in OPEN position.
- Lock all doors, including: Loft, Kitchen sliders and Emergency Exit door, Foyer and Entry doors.
- Place all trash in plastic bags and deposit in dumpster located in the lower parking lot.
- PROMPTLY report all damages and deficiencies to the Clubhouse Rental Coordinator.

LIST OF DEDUCTIONS FROM DAMAGE DEPOSIT FOR NON-COMPLIANCE OF RENTAL AGREEMENT CLEAN UP POLICY AND PROCEDURES

1.	Removal of all trash, etc	\$35.00
2.	All Kitchen surfaces including floor	\$50.00
3.	Restrooms, Hallways and Foyer	\$35.00
4.	Loft Clean Up: Furniture in original location, no furniture pushed against walls	\$35.00
5.	Meeting Room	\$35.00
6.	Great Room	\$50.00
7.	Tape, balloons*, party decorations (*Does not include cost to remove from fans.)	\$25.00
8.	Grounds: Failure to clean up trash etc from parking lots and clubhouse area or common property	\$25.00

PLEASE READ THE RENTAL AGREEMENT PROCEDURES FOR CLEAN UP IN TOTALITY PRIOR TO SIGNING THIS DOCUMENT.

The clubhouse cleanliness is the responsibility of each homeowner who rents the clubhouse. Often there is a rental party or gathering following your rental time. Therefore, leaving the clubhouse in pristine condition is extremely important so that the next renter has a clean facility in which to prepare and enjoy their party or gathering.

I, the undersigned, agree to the stated Clean Up Rules, Regulations and Procedures and will pay any fees associated with each clean up area if not found to be in compliance with the stated agreement.

Signature:		
Printed Name:		
Date Signed:		
Reservation Check \$	Check #	Check Dated:
Damage Deposit: \$	Check #	Check Dated:
Received by:		Date:
Printed Name: Woodland Sp	orings Rental Coordinator or D	esignee
Copy: Renter		Copy: Woodland Springs, Inc File

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