

## THE MEADOWOOD ASSOCIATION Clubhouse Rental Application

<b>NAME:</b>	
<b>ADDRESS:</b>	<b>PHONE:</b>
<b>DATE REQUESTED:</b>	
<b>ACTIVITY START TIME:</b>	<b>ACTIVITY END TIME:</b>
<b>SPECIFIC NATURE OF ACTIVITY:</b>	
<b>NUMBER OF PERSONS ATTENDING:</b>	
<b>WILL THERE BE AN ADMISSION FEE CHARGED?</b>	<b>LIST YES OR NO</b>
<b>WILL ANY PERSON OR GROUP OTHER THEN THE APPLICANT PAY ANY OF THE COST OF THE RENTAL OF FUNCTION?</b>	<b>LIST YES OR NO IF SO, WHO?</b>
<b>IF YOU ARE REQUESTING THE USE OF THE CLUBHOUSE ON BEHALF OF AN ORGANIZATION, STATE THE NAME AND NATURE OF THE ORGANIZATION:</b>	
<b>WILL AN ENTERTAINMENT GROUP BE HIRED?</b>	<b>LIST YES OR NO</b>
<b>IF SO, PLEASE LIST THEIR NAME, ADDRESS AND PHONE NUMBER:</b>	

APPLICANT FURTHER AGREES TO INDEMNIFY AND SAVE HARMLESS THE MEADOWOOD ASSOCIATION, ITS TRUSTEES, MEMBERS AND EMPLOYEES FROM ANY AND ALL DAMAGE AND OTHER LIABILITY ARISING FROM THE USE OF SAID CLUBHOUSE AND SWIMMING POOL AND SUPPORTING FACILITIES. APPLICANT SHALL BE RESPONSIBLE FOR THE CLEANING OF THE CLUBHOUSE FOLLOWING ITS USE. ALL USES OF THE CLUBHOUSE BY MINORS MUST BE CHAPERONED BY THE ADULT APPLICANT.

APPLICANT FURTHER UNDERSTANDS THAT ANY DAMAGE OCCURRING DURING THE RENTAL TO THE ABOVE-MENTIONED FACILITIES WHETHER CAUSED BY EMPLOYEE OR GUEST OF ANY PERSON ATTENDING THE RENTAL FUNCTION WILL BE REPAIRED BY THE MEADOWOOD ASSOCIATION AND THE COST OF SUCH REPAIRS WILL BE BILLED TO AND PAID BY THE APPLICANT.

PLEASE COMPLETE/SIGN BELOW AND ENCLOSE ALONG WITH:

1. COMPLETED RENTAL CONTRACT – RENTER ONLY NEEDS TO SUBMIT PAGES 1 AND 6 TO CLUBHOUSE RENTAL AGENT.
2. A PERSONAL CHECK FOR \$375.00 (INCLUDES \$250 SECURITY DEPOSIT, **PAYABLE TO THE MEADOWOOD ASSOCIATION.**) IF EVENT IS WITHIN 30 DAYS OF RESERVATION, ALL FEES MUST BE PAID BY MONEY ORDER.
3. SUMMER RENTALS – AFTER 8:00 P.M. INCLUDE **\$22.50** PER HOUR FOR A LIFEGUARD TO GUARD POOL DECK PERIMETER.

**MAIL OR DELIVER TO: CLUBHOUSE MANAGER & RENTAL AGENT**

Shelly Snell  
9566 Pebble Brook Ln  
Phone/Text: (440) 669-3550 (m)

**I (WE) UNDERSTAND AND AGREE TO THE STIPULATIONS OF RENTAL STATED ABOVE AND CERTIFY THAT ALL INFORMATION PROVIDED BY ME (US) ON THIS APPLICATION IS TRUE. APPLICANT MUST BE A RESIDENT IN GOOD STANDING OF MEADOWOOD.**

<b>Signature of Applicant:</b>	<b>Date:</b>
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**The applicant understands that he/she is required to sign a rental contract along with this application. Applications are not binding without the execution of the rental contract.**

**THE MEADOWOOD ASSOCIATION**  
**P.O. Box 360016**  
**Strongsville, Ohio 44136**

**CONTRACT FOR RENTAL OF MEADOWOOD CLUBHOUSE**

**THIS CONTRACT** is made by and between The Meadowood Association, hereinafter referred to as "The Association" and hereinafter referred to as "The Renter" (*please print*):

Meadowood Resident Renter's Full Name(s)	
Meadowood Address	
Phone Number(s)	

**WITNESSETH:**

For good and valuable consideration, receipt of which the parties hereby acknowledge, the parties hereto agree as follows:

**1. Place, Date and Time of Use:**

- a. The Renter shall rent the Clubhouse Party Room on (month, day, year):\_\_\_\_\_ beginning at (time):\_\_\_\_\_ and ending at (time):\_\_\_\_\_ for the purpose of \_\_\_\_\_. The Renter must be a member of and in good standing with The Association (see Covenants & Restrictions for definition).
- b. The Renter is permitted, unless another function prohibits this, to begin the setup after 10:00 AM on the day of the event/function. The Renter shall not begin the setup prior to this time without permission of the Clubhouse Rental Agent.
- c. The Renter shall depart the Clubhouse in strict conformance with the ending time, as set forth above. No exceptions shall be made, regardless of whether The Renter begins the event on time.

**2. Fees:** Complete payment of both the Rental Fee (\$125.00) and the Security Deposit (\$250.00) is required at the time the reservation is made to hold the reservation date. The reservation of the Clubhouse is not confirmed until both the Rental Fee (\$125.00) and the Security Deposit (\$250.00) are received along with the completed Application and signed Rental Contract. If payment is being made within thirty (30) days of the rental date, a certified check or money order, payable to The Meadowood Association, is necessary. All checks or money orders must originate from The Renter. Checks must include The Renter's current Meadowood Association street address. **THE ASSOCIATION SHALL NOT ACCEPT PAYMENTS FROM ANY OTHER PARTY.** Renter(s) shall keep his/their own copy of the application and contract.

**3. Terms of Party Room and Pool Facility Use:** The Party Room rental allows The Renter access to the Clubhouse Party Room, kitchen, and restrooms during the event/function rental time. The Renter is not renting exclusive access to the pool "facility," which includes the pool deck, pavilion, volleyball area, tennis courts, grass areas, pergola areas, main pool, and baby pool, during the event/function. The Renter's party room guests may use the pool facility only on the rental date and during the start and end time periods as

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designated on this contract. The Renter must share access to the pool facility (excluding the party room) with other patrons. The Renter is responsible for the observance of The Association's Rules and Regulations and all event/function guests using the Meadowood Pool must comply with such Rules and Regulations. The Association assumes no responsibility for unauthorized and/or reckless use of the Party Room and the Meadowood Pool facility at any time during the event/function.

4. **Terms of Party Room Use After 8:00 PM:** During the closed pool season (One day after Labor Day through the Friday prior to Memorial Day), no lifeguard will be required during an event/function. During the open pool season (Saturday prior to Memorial Day through Labor Day), one (1) lifeguard must be present during all hours of the event. Prior to 8:00 PM, The Association will be responsible for the cost of the lifeguard on-duty. After 8:00 PM, The Renter will pay the per hour lifeguard fee of \$22.50/hour. The lifeguard on-duty will monitor the pool deck beyond 8:00 PM and access to the pool or pool area by the Renter or guests is strictly prohibited. Violation of this restriction by The Renter and any guests will be handled by the Strongsville City Police Department. The on-duty lifeguard will promptly contact the Strongsville City Police Department, the Clubhouse Rental Agent and, if needed, the Trustees of The Association, in the event of any safety emergencies and/or violations caused by the event/function.
5. **Party Room Key:** The key allows access to the clubhouse main lobby doors and kitchen door only. The key may be obtained from the Clubhouse Rental Agent on the day of the event/function unless otherwise specified. The keys must be returned to the Clubhouse Rental Agent the day after the event/function. Failure to return the keys will result in the forfeit of the security deposit of (\$250.00).
6. **Cancellation Rights:** If The Renter wishes to cancel the contract, written, email or mobile text notice must be received by The Association more than fifteen (15) days prior to the rental date. In the case of such cancellation, The Association will refund both the paid rental fee and the security deposit to The Renter. If the cancellation is made fewer than fifteen (15) days prior to the rental date, only the paid security deposit of (\$250.00) will be returned to The Renter.
7. **Certification by Renter:** The signatory(s) hereby certify that he/she/they is/are the party responsible for the event/function. This contract is nontransferable. Any changes to any portion of this contract must be made in writing and signed by both The Renter and the Clubhouse Rental Agent.
8. **Renter's Duties at the Event:**
  - a. The Renter must always remain physically present in the Clubhouse during the term of the rental period.
  - b. The Renter shall not charge attendees any fee of any sort for admission, food, alcohol, or any other service or product.
  - c. The Renter shall not use or install any objects such as tacks, nails, staples, scotch tape or any other substances that cause permanent markings or damage to the walls, wallpaper and ceilings in the Party Room, kitchen, or any part of the internal/external Clubhouse, including but not limited to, finger paints,

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paints, glue and/or glitter. The Renter must fully remove all their materials, decorations and/or equipment at the end of the event/function. Structural or electrical alterations to the Party Room, kitchen or any other part of the internal/external Clubhouse are strictly prohibited.

- d. The Renter shall not bring acids or any other material that is flammable, toxic, or presents any potential damage to the Clubhouse and/or Pool facility and grounds.
- e. The Renter must comply with the City of Strongsville ordinances, which are incorporated herein by reference. The possession of or use fireworks and excessive loud use are prohibited.
- f. The Renter shall keep all doors and windows to the Clubhouse closed for the duration of the event/function to minimize the amount of noise which may be audible to the surrounding community.
- g. The Renter and his/her guests shall not congregate outside the Clubhouse after the event has concluded.
- h. The Renter shall limit access to the Clubhouse to the invitees only and shall not allow access to anyone else.
- i. The Renter and his/her guests must comply with the Rules & Regulations of the Meadowood facility, which includes no smoking, vaping, or tobacco use in or around the Clubhouse, pool area, exterior walkways, parking lot, tennis courts, playground, lobby, restrooms, or the party room and kitchen.
- j. The Renter shall control the behavior of all attendees and bear full responsibility for their conduct, including the financial responsibility and rectification of damages to the Clubhouse, Clubhouse grounds or any other form of violation.
- k. The Renter shall be responsible for the proper disposal of all food, party decorations, trash, and personal property at the end of the use period and for cleaning of the Party Room. The cleaning instructions are attached as Exhibit "A" which are incorporated by reference if fully set forth herein.

**THE CONTRACT HOLDER ACKNOWLEDGES AND AGREES THAT IF THE PARTY ROOM IS NOT CLEANED AFTER THE USE PERIOD OF THE SAME DAY, THE CONTRACT HOLDER SHALL FORFEIT THE \$250.00 SECURITY DEPOSIT TO THE ASSOCIATION.**

- l. The Party Room's sliding glass doors will remain locked and any tampering with the locking mechanisms is strictly prohibited. The Renter should read the posted instructions in the kitchen area regarding the operation of the heating and cooling systems for the Clubhouse. A number of ceiling fans and a large attic circulation fan are available for The Renters use to work in conjunction with the heating and cooling systems. DO NOT attempt to change the temperature controls as they have been preset. The Clubhouse Rental Agent can assist with any need for changes to the thermostats.
9. **Alcohol:** The undersigned understands that under Ohio law, a host of any social event where alcoholic beverages are served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from the host's negligence in allowing any intoxicated guest or attendee to be served alcohol. This liability may include harm to the intoxicated guest or attendee served alcohol. This

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liability may include harm to the intoxicated individual and harm to total strangers involved in automobile accidents caused by the intoxicated individual. AT NO TIME IS ALCOHOL ALLOWED TO LEAVE THE PARTY ROOM. The undersigned hereby releases and shall hold harmless and indemnify The Association property owners, employees, Trustees, and related entities thereof, for all claims and other cause for liabilities incurred by or asserted against any of the foregoing, as a result of any alcohol consumption occurring during the rental period.

10. **No glass of any kind should be taken in the pool or pool area, including the grass and pavilion areas.** See pool Rules & Regulations for details. Broken glass in or around the pool will force a costly pool closure, pool water drained, pool cleaned and refilled, all at the expense of the person(s) responsible for glass usage.
11. **Termination of Event:** If the Board of Trustees or its designee determines that The Renter is engaged in a willful, egregious act or violation of any of the duties listed above, the Board may terminate the event before the end of the stated rental period, keep the security deposit, and suspend The Renter's right to rent the Clubhouse Party Room again.
12. **Departure:** The Renter must depart the Clubhouse in strict conformance with this Contract. Rental hours are 10AM-11PM. All rentals must be completed by 11PM (including cleaning and exit of the facility) unless arrangements have been made with the Clubhouse Agent. Failure to conform with the Contract shall result in forfeiture of the security deposit (\$250.00) and the right to rent the Clubhouse Party Room again in the future. In addition, The Board reserves the right to contact the Strongsville City Police Department to disburse the crowd.
13. **Inspections and Remedies:** After the rental period, The Association and/or the Clubhouse Rental Agent will conduct a post-use Inspection of the Clubhouse and prepare a report that will note any breaches of contract and related deductions from the security deposit, if any. If none, The Association will refund the security deposit to The Renter within 30 days of the date of the event/function. If The Renter breaches any of their duties or damages the Clubhouse, The Association reserves all of its rights, including but not limited to:
  - a. deduction from security deposit for each specific violation of a particular paragraph listed in section 4 (when tangible damages do not result) and/or
  - b. deduction for all costs and fees from the security deposit associated with rectification of any tangible damage. The Association shall make all such determinations in its own discretion. If The Renter disagrees with The Association's determination, he/she may appeal to the Board of Trustees by filing an appeal in writing within ten (10) days of the date of the completion of the report. The Board of Trustees will schedule a hearing to review the matter and make a final decision.
14. **Indemnification of The Association:** The Renter agrees to assume all legal responsibility during the time of the Clubhouse Rental Agreement, including setting up and cleaning up after the party. The Association is free from responsibility or all activities, acts of negligence, injury or damage whatsoever to any person or persons, or to the property of any person or persons, and liabilities resulting from the activities during the rental period. The Association and its Clubhouse Rental Agent are not responsible for gifts or personal

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belongings left in the Clubhouse prior to or after the event/function. The Renter will indemnify, defend, and hold The Association, its officers, directors, Trustees, and employees, harmless with respect to any claims or damages resulting from the Clubhouse Renter's use of the Clubhouse and its premises.

15. **Limitation of Liability:** The Association's maximum liability under this Contract shall be the return of the sums paid by The Renter.
16. **Change of Law/Venue:** The parties shall interpret and enforce this Contract in accordance with the law of the State of Ohio. Any claim or cause of action arising out of or connected with the Contract shall be commenced and venued in the Cuyahoga Court of Common Pleas.
17. **Amendments:** The terms specified herein constitute the entire agreement between the parties. The Association shall not be bound by any alleged promises, representations, or agreements except a herein expressly set forth. The Board of Trustees shall not have the authority to amend this contract, except in writing.
18. **No Warranty:** The Association does not warrant that its Clubhouse is suitable for any particular purpose, nor does The Association warrant any condition of the premises. The Renter agrees that he/she has had an opportunity to examine the premises; that The Association is not responsible for any notification of any defects within the premises; and that he/she shall accept the premises in an "as is" condition.
19. **Incorporation of Legal Documents:** The Association reserves all rights under its governing documents and the law to enforce the terms of this Contract. In addition, The Renter shall bear full responsibility of all attorneys' fees and costs incurred by The Association to enforce this Contract. If The Association must seek legal action to recover damages in excess of the security deposit, all sums due shall bear interest at the rate of 18% per annum.
20. **EXHIBIT A - CLEANING INSTRUCTIONS FOR THE RENTER:**
  - a. Return the Party Room, kitchen, restrooms and any other areas of the Clubhouse to their condition prior to the event/function.
  - b. Turn off and wipe off all used appliances.
  - c. Wipe off all tables used and return tables and chairs to their storage racks in the storage area.
  - d. Wipe off all counter tops.
  - e. Place all trash in plastic bags (two sets provided by Meadowood), and place in the trash dumpster in the southwest end of the parking lot.
  - f. Remove all decorations, food and other belongings from the Clubhouse Party Room, kitchen area, hallways, exterior sidewalks, and/or parking lot areas. Any items left behind will be discarded.
  - g. Check restroom counters and floors for trash and debris and discard.
  - h. Clean up any food or spills in the kitchen and on the Party Room floors.

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- i. Report any damages immediately via text message or phone to the Clubhouse Rental Agent.
- j. Lights, fans, and doors: Turn off all fans and lights. The exterior kitchen door and emergency exit doors at the east end of the room should be closed so the locking mechanisms can engage. Unless the pool season is in effect, the Renter is responsible for locking the double entry doors to the lobby with the rental key.

**AGREEMENT**

I, THE UNDERSIGNED, HAVE FULLY READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS STATED HEREIN. I ALSO ACKNOWLEDGE THAT I AM FULLY RESPONSIBLE FOR ANY DAMAGES OR COSTS INCURRED DURING THE PERIOD FOR WHICH I HAVE RESERVED USE OF THE CLUBHOUSE, INCLUDING ANY CHARGES THAT EXCEED THE AMOUNT OF THE SECURITY DEPOSIT.

Signature:	
Printed Name:	
Date:	
Address:	

**This Section for Meadowood Association use ONLY**

	Shelly Snell Meadowood Clubhouse Manager
Meadowood Clubhouse Manager Signature	
Clubhouse Rental Date:	Fees Received:
Time Period of Rental:	Security Deposit:
No. of Hours Used:	Lifeguard Fees:

<b>Notes</b>
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