

APPLICATION AND CONTRACT FOR RENTAL OF MEADOWOOD CLUBHOUSE PARTY ROOM



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

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, SWIMMING POOL, AND SUPPORTING FACILITIES. APPLICANT SHALL BE RESPONSIBLE FOR RESTORING THE PARTY ROOM TO ITS CONDITION AT THE START OF THE RENTAL PERIOD. 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.

SUBMIT TO CLUBHOUSE RENTAL AGENT: Shelly Snell, 9566 Pebble Brook Ln, 440-669-3550 OR USE USPS MAIL.

1. COMPLETED AND SIGNED PAGES 1, 2 AND 7 OF THIS DOCUMENT.
2. PERSONAL CHECK OR MONEY ORDER FOR \$375.00, **PAYABLE TO MEADOWOOD ASSOCIATION**. IF EVENT IS WITHIN 30 DAYS OF RESERVATION, ALL FEES MUST BE PAID BY CASH OR MONEY ORDER ONLY.
3. WHEN POOL IS OPEN – RENTALS AFTER 8:00 PM THRU 11:00 PM MUST INCLUDE \$22.50 PER HOUR FOR A LIFEGUARD TO REMAIN IN FACILITY AND GUARD THE POOL DECK PERIMETER. THERE IS NO POOL OR DECK ACCESS FOR PATRONS AFTER 8:00 PM. MEADOWOOD ASSOCIATION DOES NOT OFFER NIGHT SWIMMING FOR RENTALS.

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.

Signature of Applicant:	Date:
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The applicant understands that he/she is required to sign the rental contract along with this application page. Applications are not binding without the execution of the rental contract (sign and return pages 2 and 7).

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THIS CONTRACT is made by and between Meadowood Association (physical address at 10901 Gate Post Rd, Strongsville, OH 44149 and USPS mailing address as P.O. Box 360016, Strongsville, OH 44136), hereinafter referred to as "The Association" and the Meadowood Resident hereinafter referred to as "The Renter."

PLEASE PRINT:

Meadowood Resident Renter's Full Name(s)	
Meadowood Address: House Number and Street Only	
Phone Number(s)	

The Renter must be a member of and in good standing with The Association (see Meadowood Covenants & Restrictions for definitions.)

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

Place, Date and Time of Use:

The Renter shall rent the Clubhouse Party Room on (month, day, year): _____
beginning at set up (time): _____ and ending at (time): _____ (not to exceed
11:00 PM) for the purpose
of _____.

Set up: The Renter is permitted, unless another function prohibits this, to begin the setup at or after 10:00 AM on the day of the event/function. The Renter shall not begin the setup prior to this time without the permission of the Clubhouse Rental Agent.

End time: 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. End times after 8:00 PM during pool season are subject to additional per hour charges as stated in this contract. The Renter cannot extend the end time on the contract without prior approval from the Clubhouse Rental Agent.

Fees: Complete payment of both the Rental Fee (\$125.00) and the Security Deposit (\$250.00) for a total of \$375.00 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 plus the Security Deposit are received by the Clubhouse Rental Agent along with pages 1, 2, and 6 of this Meadowood Clubhouse Party Room Application and Rental Contract. Reservations made within thirty (30) days of the rental date must be paid with certified check or money order payable to Meadowood Association. Cash is acceptable but must be hand delivered to the Clubhouse Rental Agent along with the completed and signed contract and application. Checks or money orders must originate from The Renter. The Renter should keep a copy of the application and contract for his/her reference.

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 on the rental date from the rental start time through 8:00 PM. The

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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.

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 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.

Party Room Keys: The keys allow The Renter access to the lobby exterior glass doors, party room glass doors, and the kitchen door. The keys 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).

Cancellation Rights: If The Renter wishes to cancel the contract, written, email or mobile text notice must be received by The Clubhouse Rental Agent 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, The Association reserves the right to keep the \$125.00 room rental fee. The \$250.00 security deposit shall be returned to The Renter.

Certification by The Renter: The signatory(s) hereby certify that he/she/they is/are the party responsible for the event/function. This contract is non-transferable. Any changes to any portion of this contract must be made in writing and signed by both The Renter and the Clubhouse Rental Agent.

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 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, because of any alcohol consumption occurring during the rental period.

Glass in the Pool Area: No glass of any kind should be taken in the pool area. See pool Rules & Regulations for important 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. If The Renter's guests are responsible for any glass breakage, The Renter will be responsible for all pool cleaning and water expenses.

Departure: The Renter must depart the Clubhouse in strict conformance with this Contract. Rental hours are 10:00 AM – 11:00 PM. All rentals must be completed by 11:00 PM (including cleaning and exit of the facility) unless arrangements have been made with the Clubhouse Rental Agent. Failure to conform with the Contract shall result in forfeiture of the security deposit (\$250.00) and future rentals. The Clubhouse Rental Agent and Meadowood Board of Trustees reserve the right to contact the Strongsville City Police Department to disburse the crowd.

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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.

The Renter's Duties at the Event:

1. The Renter is expected to be physically present in the Clubhouse during the term of the rental period.
2. The Renter shall not charge attendees any fees for admission, food, alcohol, or any other service or product.
3. The Renter shall be responsible for any third-party equipment rentals brought into the Party Room or kitchen such as food catering supplies, A/V equipment, chair coverings and linens, balloon arches, children's play equipment, photo booths, etc. The Renter shall be responsible for all damages caused by any of these rental equipment items.
4. 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, glass doors, molding, and ceilings in the Party Room, kitchen, or any part of the internal/external Clubhouse, including but not limited to, finger paints, paints, glue, and/or glitter. The Renter must fully remove all items, 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 prohibited.
5. 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.
6. 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.
7. The Renter shall keep all doors 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.
8. The Renter and his/her guests shall not congregate outside the Clubhouse after the event has concluded.
9. The Renter shall limit access to the Clubhouse to the invitees only.
10. 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.
11. 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.
12. 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 reasonable cleaning of the Party Room. The cleaning instructions are attached as Exhibit "A" which are incorporated by reference if fully set forth herein.
13. A Smart TV and remote control are available for use during the rental period and must always remain in the room. Any damages to the TV and/or loss of the remote control will be charged to The Renter.

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 his/their duties or damages the Clubhouse, The Association reserves all of its rights, including but not limited to: deduction from security deposit for each specific violation (when tangible damages do not result) and/or 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

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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.

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 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.

Limitation of Liability: The Association's maximum liability under this Contract shall be the return of the sums paid by The Renter.

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.

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 those expressly set forth herein. The Board of Trustees shall not have the authority to amend this contract, except in writing.

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.

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 more than the security deposit, all sums due shall bear interest at the rate of 18% per annum.

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EXHIBIT A - CLEANING INSTRUCTIONS AND EXPECTATIONS OF THE RENTER:

Return the Party Room, storage area, kitchen, lobby, and restrooms to their condition prior to the event/function.

- Turn off used appliances and electronics such as the stove, oven(s), and Smart TV. Log out of any TV apps used.
- Wipe off all tables and chairs as necessary and return tables and chairs neatly to their storage racks in the storage area.
- Wipe off all counter tops and use dust broom and pan in kitchen closet to collect excess floor debris.
- Clean up any food or spills in the kitchen and on the Party Room floors.
- Remove all decorations, food, and other belongings from the Party Room, kitchen area, hallways, exterior sidewalks, and/or parking lot areas. Any items left behind will be discarded.
- Place all trash in garbage bags and place in the trash dumpster located at the southwest end of the parking lot.
- Check restroom counters and floors for trash and debris and discard.
- Report any damages immediately via text message or phone to the Clubhouse Rental Agent.
- 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 pool season is in effect and departure time is before 8pm, the Renter is responsible for turning off all building lights and locking the exterior double entry doors in the lobby with the rental key. When pool is not in season, the rental keys can be left on the front desk and "locked in" the building at the end of the rental.

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CONTRACT AGREEMENT SIGNATURE PAGE

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.

Resident Renter's Signature:	
Printed Name:	
Date Signed:	
Meadowood House No. and Street	

This Section for Meadowood Association Use ONLY

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

Notes
