

Waverly Pointe

Clubhouse Rental Agreement

The Waverly Pointe Clubhouse is available for rental by Homeowners in good standing of the Waverly Pointe Homes Association. "Good standing" requires dues current and no unresolved association issues. Further, the HOA member is an actual homeowner.

Reservations:

- Reservations will be taken on a first-come first served basis.
- Rentals are paid by personal or cashiers checks only, no cash or credit cards. Checks should be made to "Waverly Pointe Homes Association."
- The rental checks are to be received by an HOA Board Member at least 3 days prior to the reservation. If checks are not received at least 3 days prior to the reservation, the reservation may be canceled by the Homes Association and the rental agreement ceased.
- Cancellations by the Homeowner must be made 2 days prior to the event to receive a full refund. Cancellations not received 2 days prior to the event due to weather only, will receive a full refund.
- Holiday weekends, including Friday through Sunday (Memorial Day, July 4th, Labor Day) are not available for rental.

Cost:

Full day- \$50

Sunday through Thursday- 10am-9p, Friday and Saturday 10a-10p

Half Day- \$35

Sunday through Thursday- 10a-4p or 4p-9p

Friday and Saturday- 10a- 4p or 4p-10p

Purpose of the reservation:_____

Date of use:_____ Time in:_____ Time Out:_____

Homeowner's email for confirmation & instructions:_____

Current Homeowner ("Renting Party/ Renter") agrees to the following rules, terms and conditions:

1. Only Waverly Pointe homeowners may reserve the clubhouse and **MUST BE PRESENT** for the **ENTIRE TIME** of the rental. The homeowner will be held responsible for the conduct of their guests.
2. The clubhouse is available for private functions/parties with their rental fee which the homeowner provided with this agreement. Any damages to the clubhouse, bathrooms or pool area caused by the Rental Party or it's guests will be assessed to the homeowner.
3. No tape or thumb tacks can be used for decorating. No candles or burning flames.
4. No smoking or vaping is allowed in the clubhouse, restrooms, pool area, or anywhere on the premises.
5. NO GLASS is allowed in the clubhouse, restrooms, pool area/deck, children's playground or anywhere on the premises. Due to incurred costs, homeowner's responsible will be fined.
6. NO PETS are allowed in the clubhouse or the pool area.
7. Proper swimwear is required for all swimmers. Swim diapers required for babies.
8. Should the pool become contaminated with fecal matter the pool needs to be closed immediately until deemed safe by the pool caretaker to reenter.

9. The homeowner is responsible for cleaning and leaving the clubhouse in an orderly and clean condition by the end time of the rental period. Trash bags and general cleaning supplies are provided. Trash must be emptied and full bags placed in/near the large trash containers on the outside of the clubhouse.
10. Restrooms will be open and available to those in the clubhouse as well as for the residents at the pool during pool hours.
11. The swimming pool, surrounding deck area and restrooms are for the Waverly Pointe homeowner's community and cannot be reserved as part of the clubhouse Rental Party function. At no time shall a function at the clubhouse encroach upon these areas.
12. All Rental Party Guests must vacate the pool/ clubhouse area by the end of the rental period.
13. Do not prop the front doors to the clubhouse open. Do not prop the front gate open.
14. Excessive noise is not allowed. Surrounding residents may call the police if you are disturbing the peace.
15. Explicit language, explicit behavior, nudity and/or rough housing will NOT be tolerated.
16. The Association reserves the right to enter the clubhouse and terminate any function should the conduct of any person using the clubhouse, pool area/deck, or restrooms endanger the health, safety or welfare of any person, constitute a threat to the clubhouse or other property, or reasonably interfere with the peace and enjoyment of the residents of the Waverly Pointe Subdivision.
17. The homeowner, all guests and invitees agree to indemnify and hold harmless the Waverly Pointe Homeowner's Association, its Board of Directors and its employees and/or agents for any and all losses, claims, damages, lawsuits, etc., which occur or arise out of the use of the clubhouse or pool facility.
18. The homeowner understands and agrees to abide by all local, state and federal laws and ordinances that pertain to residents, guests and invitees while using the clubhouse. The Renting Party understands that any violations shall be grounds for immediate terminations of the right to use the clubhouse. Any such termination shall not waive or change the renter's obligation hereunder.
19. The Homeowner's Association reserves the right to refuse to rent the clubhouse for any purpose it deems to be detrimental to or not in the best interest of all its members. It further reserves the right to refuse to rent the facilities on any dates and at any time it deems inappropriate or inconvenient.
20. It is agreed that all rental fees, legal fees, actual costs incurred and expenses incurred by the Association as result of the use of the clubhouse under this Agreement shall be considered an assessment and constituted a lien against the property of the renting homeowner, and shall be fully collectible.
21. The Renting Party agrees that ANY violation of the Waverly Pointe Rules shall be grounds for immediate termination of the right the use the clubhouse.

Homeowner's printed name: _____

Homeowner's address: _____

Homeowner's phone: _____

Homeowner's signature: _____ Date: _____

Waverly Pointe Board of Director's printed name: _____

Waverly Pointe Board of Director's signature: _____ Date: _____