

Country Lakes Community Association Recreation Center Rental Agreement

THIS RENTAL AGREEMENT, entered into this ____ day of _____, 20____, by and between the Lessor, Country Lakes Community Association and its officers, agents and committees, and the Lessee (s), _____ for the purpose of renting the premises described as the “Community Recreation Center” (hereafter referred to as the Center or Premises) located at 8601 Scenicview Drive, Broadview Heights Ohio, for a tenancy on _____, 20____.

Rental Fee: The Center may be reserved up to one (1) year in advance. The reserved date will not be confirmed until the rental fee of \$100 (Friday, Saturday, Sunday, and Holidays) or \$50 (weekday evenings 6pm to midnight) or \$25 (weekdays until 4pm.) has been received and acknowledged by the Lessor. A check, made payable to **Country Lakes Community Association**, and this signed Rental Agreement must be mailed to: Gaye Niederst 2661 Crystalwood Drive Broadview Heights, OH 44147.

Security Deposit: A member of the Recreation Center Committee (Lessor’s representative) will meet the Lessee at the Recreation Center at 10am on the day of the event. The Lessee must be a member of the Association and provide a valid driver’s license or acceptable identification prior to obtaining the Center key. The Security Deposit of \$100 is due **IN CASH** when the key to the Center is given to the Lessee. During the 10am meeting, the Center will be inspected by the Lessee and Committee Member. A Check List will be reviewed, signed by the Lessee and made part of this agreement. A receipt for the cash payment of \$100 will be provided to the Lessee.

Initial here: _____

Return of the Security Deposit: A member of the Recreation Center Committee will meet the Lessee at the Center at 10am the day after the event. The key will be returned and check list will be reviewed. The deposit will be returned in cash, if the Center is clean and not damaged and all rules have been obeyed. If the Center is not clean or damages are found, the security deposit will be adjusted accordingly and returned by the Association within 30 days. Copies of any receipts for items replaced or work performed will be provided by the Lessor. If the Lessee is fined by the court, for any reason, the Lessee is responsible for reimbursement to the Lessor.

Initial here: _____

The Lessee must adhere to the following Terms and Conditions:

TERMS AND CONDITIONS:

- **Occupants:** The Premises shall be occupied by no more than 80 persons. All exits must remain clear and operational at all times. It is the Lessee’s responsibility to keep the exterior walkways free of ice and snow. A snow shovel and salt is provided. **Plowing the parking lot is the responsibility of the tenant. Payment for the plowing is the responsibility of the tenant. The Lessee must employ a contractor who has been approved by the CLCA Board. Initial here:** _____
- **Hours:** Under most circumstances, the Premises will be made available at or before 10am the day of the event. Music must end no later than 10pm. DJs, karaoke and amplified speakers are permitted. The Premises must be cleaned, lights turned off and doors locked no later than midnight.
- **Pets:** No pets, other than service animals, are permitted.
- **Ordinances:** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force and with all rules and regulations stated by the Association. In accordance with the laws of the state of Ohio, there are to be no alcoholic beverages served by or consumed by minors.
- **Repairs:** Lessee shall be responsible for damages caused by his/her negligence and that of his/her family or guests.
- **Cleaning Supplies:** The Lessee must supply all of the necessary cleaning supplies, including garbage bags, paper towels, toilet paper and any additional garbage cans required. All trash must be removed from the premises the day of the event. **Initial here:** _____
- **Upkeep of Premises:** Lessee shall keep and maintain the Premises in a clean and sanitary condition at all times and must return the Premises in the same condition as received. **Initial here:** _____
- **Assignment and Subletting:** Lessee shall not assign or sublet any portion of the Premises to anyone. **Lessee must be an Association member and must be present when the Lessee’s guests are on the Premises and during setup and cleanup.** A committee member has the right to visit the Premises at any time. If it is determined that the Lessee is not present, the security deposit will be forfeited and the event ended immediately. **Initial here:** _____
- **Activities:** All party activity must be confined to the interior of the Premises. Guests are not permitted to use the pool, lake, tennis court or basketball court. However, use of the playground is permitted.

- **Restrictions:** No live bands are permitted. No smoking is permitted within the Center. The Lessee must clean the smoking receptacles outside the Center’s main entrance. No tents, grills or added structures are permitted anywhere on the Premises. Children under the age of 18 are not permitted on the Premises unless accompanied by an adult, who takes full responsibility for the minor’s behavior. Lessee shall not paint, paper or otherwise redecorate or make alterations to the Premises. No decorations can be affixed to the walls, ceilings, lights or fans. No candle centerpieces are permitted. No signs or balloons may be placed in the entryway of Country Lakes, on the gazebo, street signs or tree lawns in the development. The kitchen is to be used for the re-heating of food only. **Initial here:** _____
- **Cancellation:** Unless the Center is re-rented, a cancellation fee of \$50 will be forfeited if the Lessee cancels within 4 weeks of the reservation date.
- **Parking:** All vehicles must be parked in the Center parking lot. Any vehicles parked on Condominium property may be towed at the vehicle owner’s expense.
- **Additional Terms and Conditions:** **LESSEE IS RESPONSIBLE FOR THE USE OF THE RENTED FACILITIES. LESSEE ASSUMES ALL RISKS INHERENT IN THE OPERATION AND USE OF THE PREMISES AND AGREES TO ASSUME THE ENTIRE RESPONSIBILITY FOR THE DEFENSE OF, AND TO PAY, INDEMNIFY AND HOLD THE ASSOCIATION AND ITS COMMITTEES HARMLESS FROM AND HEREBY RELEASES THE ASSOCIATION FROM ANY AND ALL CLAIMS FOR DAMAGE TO THE PREMISES OR BODILY INJURY (INCLUDING DEATH) RESULTING FROM THE USE OR OPERATION OF THE PREMISES WHETHER OR NOT IT BE CLAIMED OR FOUND THAT SUCH DAMAGE OR INJURY RESULTED IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE ASSOCIATION, FROM THE DEFECTIVE CONDITION OF THE PREMISES OR FROM ANY CAUSE. LESSEE AGREES THAT NO WARRANTIES, EXPRESSED OR IMPLIED, HAVE BEEN MADE IN CONNECTION WITH THE PREMISES RENTED.**

ANY VIOLATION OF THESE TERMS AND CONDITIONS WILL RESULT IN THE LOSS OF THE SECURITY DEPOSIT AND THE PRIVILEGE TO RENT THE RECREATION CENTER IN THE FUTURE. THERE WILL BE NO EXCEPTIONS. Any check returned for “non-sufficient funds” will incur a \$30 administrative fee plus any bank charges placed on the Association’s account.

Please sign and date this Rental Agreement and return it with your check for the rental fee. The check should be made payable to Country Lakes Community Association. Mail both the check and the agreement to: Country Lakes Community Association

I/We have read the Rental Agreement, including the release of liability and conditions of rental and agree to abide by this agreement. It is understood that the Lessor’s decisions are final. I/We also understand that all costs to restore the Recreation Center to its prior condition are the responsibility of the Lessee. Legal means, if necessary, will be taken to collect any damages in excess of the security deposit. I/We understand that failure to abide by the Rental Agreement, in its entirety, may result in future renting privileges being denied and the security deposit being forfeited.

_____ Signature of Lessee	_____ Date	_____ Address	_____ Telephone No.
_____ Signature of Lessee	_____ Date	_____ Address	_____ Telephone No.

Type of Event and any special arrangements required:

COUNTRY LAKES COMMUNITY ASSOCIATION

CHECK LIST

This check list is to be reviewed prior to and after the event. If any items are damaged, missing or not clean, the security deposit may be withheld or only partially refunded.

<u>Item</u>	<u>Prior to Function</u>	<u>After Function</u>
Tables: 96" (4) and Round (10)	_____	_____
Chairs (98)	_____	_____
Tile Floor	_____	_____
Carpeting	_____	_____
Windows, Blinds Curtains	_____	_____
Doors/Key	_____	_____
Hangers /Coat Rack	_____	_____
Refrigerator w/ice tray	_____	_____
Stove/Oven	_____	_____
Microwave	_____	_____
Dishwasher	_____	_____
Sink	_____	_____
Cleaning Supplies (Buckets/Mops)	_____	_____
Bathroom (Men's)	_____	_____
Bathroom (Women's)	_____	_____
Trash Cans	_____	_____
Fire Extinguisher (1)	_____	_____
Coffee Pots (100/10 Cup)	_____	_____
Telephone	_____	_____
Snow Shovel/Salt	_____	_____
Chafing Dishes (1)	_____	_____
Vacuum Cleaners (1)	_____	_____
Exterior Clean of Debris	_____	_____
Playground Clean of Debris	_____	_____

Signature of Lessee

Date

Signature of Lessee

Date

COUNTRY LAKES COMMUNITY ASSOCIATION

REMINDERS

- A Recreation Center Committee Member will meet the Lessee at 10am on the day of the event, to inspect the Center and exchange the \$100 CASH Security Deposit for the key to the Center.
- A Recreation Center Committee Member will meet the Lessee at 10am the day after the event to inspect the Center and exchange the key for the \$100 CASH Security Deposit.
- The Lessee must remain at the Center and available to a Committee Member during the preparation for the event, during the event while guests are in the center and during cleanup.
- No live bands are permitted. Music must be turned off at 10pm. The Center must be clean, lights turned out and doors locked by midnight.
- The telephone number of the wall phone in the Center is: **440-582-1263**.
- The Center may be rented the day following your event. Please be considerate of the next person and leave the center as you found it: Clean, chairs on top of the tables, all trash removed, carpeting vacuumed, bathrooms and kitchen cleaned and floors washed, exterior free of debris, playground free of debris etc.
- No signs or balloons are permitted on street signs or tree lawns in the development, or on doors or walls within the Recreation Center. Signs and decorations are permitted on the Recreation Center Lawn, but must be removed.
- All trash must be removed the day of the event.
- Turn off all lights and ceiling fans.
- Keep the thermostat on the same setting – DO NOT TURN IT OFF.
- Any violation of the Lease Agreement may be reason to withhold your Security Deposit.

If you have questions regarding the Center, or if there is a problem before, during or after your event please do not hesitate to call **440-237-1490**.