

TIMBERLAKE COMMUNITY ASSOCIATION
Recreation Center Rental Contract

Timberlake Resident: _____ Home Phone: _____
Timberlake Address _____ WorkPhone: _____
Mail check: _____ Pick-up: _____

Will alcoholic beverages be served? (MUST be initialed)

YES _____ NO _____

****NOTE: NO ALCOHOLIC BEVERAGES PERMITTED AT ANY POOL PARTIES!!!****

NUMBER OF GUESTS EXPECTED: _____

TYPE OF EVENT: _____

SURPRISE PARTY: _____

TIME OF EVENT: _____

As a member or tenant of a member in good standing, I request to rent the Windsor Oaks/Foxwood Recreation Center on (Date)_____. Rental of building may not begin prior to 5:00 p.m. without prior approval of Management. Managers initials for parties prior to 5:00 p.m. _____.

All guests must leave the facility no later than 12:00 midnight. No more than four persons may remain until 12:30 a.m. to clean facility. Facility must be cleaned and secured by no later than 12:30 a.m. immediately following the usage.

GENERAL RULES:

1. Renter agrees to be present at the facility **at all times the facility is in use** and to enforce all rules contained herein or otherwise related to use of facility as published in Association's newsletter or other publications.
2. **No one is allowed on pool deck area if only rec center is rented (except one person to place trash in trash receptacles at END of party.)**
3. No person(s) are allowed to play, skateboard, and drink or otherwise loiter outside the building or pool area at any time during or after the rental. If a renter wishes to use a barbecue grill, no more than three persons may be outside with the grill (which must be attended at all times) and noise levels are to be kept at a minimum. No grills on pool decks at anytime, whether or not pool is rented.
4. Smoking is **NOT** permitted in any part of the building.

5. Parking is **NOT** permitted on surrounding private property (residential or townhome driveways) or lawn areas.
6. Acknowledging that homes lie directly adjacent and quite close to the facility, renter agrees to keep noise levels reasonable throughout the duration of private use. Renter agrees to reduce noise sufficiently after 11:00 p.m. due to the closeness of homes.
7. Renter covenants that the facility will not be used for any illegal purpose and that all laws, statutes and ordinances of the federal, state, and local government shall be fully complied with.
8. The deposit or a portion of the deposit may not be refunded for violation(s) of any of the condition of this agreement. **Additionally, renter agrees to reimburse the Association the cost of any damages or losses exceeding the deposit fee which result during use of the facility.**

9. **Renter agrees to indemnify, defend and hold harmless the Association or its representatives or contractors for any bodily injury or property damage which may arise out of the renter's use of the rental facility.**
10. The Association reserves the right to require an off duty police officer for security for functions held in honor of persons under 21 years of age. Such security to be paid for by the renter.
11. No tape or fasteners of any kind permitted on the painted wall surface.
12. All Plants, Trees, and furniture must remain in the building at all times.
13. Violation of one or more of these rules may result in loss of all or part of the deposit.

BUILDING & POOL CAPACITIES:

Maximum Capacity for Windsor Oaks Rec Center: 77 persons

Maximum Capacity for Foxwood Rec Center: 49 persons

(No more than 77 persons permitted at ANY function.)

I have read and agree to all the contents of this contract and the attached rules and regulations. I acknowledge receipt of a copy of the contract, rules and cleaning checklist. All statements made by me are true and correct.

____ I ACKNOWLEDGE THAT I HAVE BEEN INFORMED AND I MAY HIRE A PRIVATE SECURITY GUARD SHOULD I SO DESIRE AT MY EXPENSE.

Signature: _____ Date: _____

FOR OFFICE USE ONLY

_____ Copy to Renter (Initial)

Keys:

Pool & Rec Center - No key needed (Lifeguard will admit)

(Copy to Lifeguard __/__/__ Initial __)

Rec Center Rental ONLY (weekends): Pick up the key on Friday before. Key # _____

Deposit & Fees Paid:

\$ _____ Deposit (Windsor Oaks - \$150.00; Foxwood - \$100.00)

\$ _____ Rec Center Rental (Windsor Oaks - \$150.00; Foxwood - \$90.00)

\$ _____ Lifeguard Fees (\$20.00 per hour per lifeguard; two guards minimum)

\$ _____ Security Fees (\$35.00 per hour, per security guard)

\$ _____ Total Paid - Cash Receipt # _____

Date Paid _____

POOL PARTIES ONLY:

Number of Lifeguards Required:

1 - 50 persons

2 guards minimum (\$40.00/hour)

51 - 77 persons

3 guards (\$60.00/hour)

SECURITY GUARD:

1 - 50 persons

1 guard minimum (\$35.00/hour)

51 - 77 persons

2 guards required (\$70.00/hour)

Date Key Returned: _____ (If applicable)

NOTE ATTACHMENTS: **Rec Center Rental Rules**

**ADDENDUM TO
RECREATION CENTER RENTAL CONTRACT
TIMBERLAKE COMMUNITY ASSOCIATION
REC CENTER RENTAL RULES**

1. **RESERVATIONS, FEES & DEPOSITS:** Payment of the rental fee, deposit and any lifeguard fees shall be made all at the time the contract is signed. Payment are to be made payable to "Timberlake Community Association".

Tentative reservations may be made as early as 3 months in advance for a specified date. Reservations are considered tentative until full payment is made and the contract is signed. Full payment must be made to the office within five business days after the reservation or it may be erased from the calendar and rented to others for that date without notice to the renter.

Reservations for the pools will not be made less than five business days in advance to allow for scheduling of guards.

2. **CANCELLATIONS:** Once paid in full, the rental is held until or unless canceled. Cancellations must be made no less than 10 business days in advance or the building fee shall not be refunded.
3. **CONDITION OF FACILITY AT TIME OF RENTAL:** The renter shall note any discrepancies in writing to the office staff on the Rec Center Usage Checklist at the time the key is picked up.
4. **KEYS:** Any keys necessary for the rental of a facility must be picked up at the office on the day of the rental (or before 5:00 p.m. Friday for weekend rental) whichever is later. Keys must be returned immediately following the rental (may be placed in the drop box on the front door of the Windsor Oaks Rec Center). Renters should place key in an envelope with their name. For pool rentals, no key will be issued since lifeguards open and secure facilities.
5. **CLEANING:** Garbage must be placed in plastic bags outside the patio doors in a trash receptacle. NOT on the pool deck. New trash bags should be placed in the containers; every effort will be made to leave adequate plastic bags for each party, however, it is not guaranteed that trash bags will be available if more than one party is scheduled during the weekend. Renters should bring their own trash bags.

Clean supplies are in the utility closet between the restrooms. **NO AMMONIA OR WINDEX CLEANERS TO BE USED ON THE PLASTIC MIRRORS IN THE RESTROOMS!**

6. RENTER AGREES TO FORFEIT THE ENTIRE SECURITY DEPOSIT TO TIMBERLAKE COMMUNITY ASSOCIATION IF THE RENTER OR ANY GUEST SMOKES INSIDE THE BUILDING AT ANY TIME OR IF ALCOHOLIC BEVERAGES ARE PRESENT ANYWHERE ON THE PREMISES WITHOUT NOTIFICATION TO TIMBERLAKE PRIOR TO THE EVENT.
- _____
7. RENTER ACKNOWLEDGES THAT IF PRIMARY AGE GROUP COMPRISING THE FUNCTION IS UNDER 21 YEARS OF AGE THE ASSOCIATION RESERVES THE RIGHT TO REQUIRE AN OFF DUTY POLICE OFFICER FOR SECURITY. SUCH SECURITY IS TO BE PAID BY THE RENTER.
- _____
8. RENTER AGREES NOT TO CHARGE A ENTRY FEE ON ANY RECREATION CENTER PARTY.
- _____
9. **NEW DEPOSIT PAYMENT RULE AS OF FEBRUARY 22, 2002: ALL DEPOSIT AND RENTAL FEES MUST BE PAID BY MONEY ORDER OR CERTIFIED CHECK (\$100.00 DEPOSIT FOR FOXWOOD AND \$150.00 DEPOSIT FOR WINDSOR OAKS). MADE PAYABLE TO TIMBERLAKE COMMUNITY ASSOCIATION.**
- _____

Renter agrees to complete the Rec Center Usage Checklist (attached hereto) and sign and date the checklist and return with their key. Failure to complete this form may be considered evidence that cleaning was not performed to the Associations's satisfaction.

The rec center must be left in a clean, neat and orderly state.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE RECREATION CENTER RENTAL RULES STATED IN THIS CONTRACT.

Signature: _____ Date: _____

ADDENDUM TO RECREATION CENTER RENTAL CONTRACT

POOL RENTAL CONTRACT

ALCOHOLIC BEVERAGES PROHIBITED IN POOL OR AT POOL PARTIES!

Number of Guests (including non-swimmers) expected: _____ **

** (Maximum of 77 guests permitted for Pool parties).

1. Lifeguards have been instructed to lock buildings promptly at 12:30 a.m., whether or not renter has completed cleaning. Additional cleaning necessary will be deducted from the deposit.
2. I hereby request the private rental of the pool at additional cost. I agree NOT to allow my guests on or near pool deck until the pool is officially closed to other patrons (not earlier than 8:00 p.m.) and acknowledge full responsibility that all pool rules are in full effect during the private rental of the pool. I acknowledge that I have been informed that no alcoholic beverages or intoxicated persons are permitted at the rec center OR in the pool area. In the event this is violated, use of the building and pool will cease immediately.
3. No one is allowed on pool deck prior to 8:00 p.m. when the pool is rented. Lifeguard staffing during regular swim times cannot be changed to handle additional load of parties and private use of pools cannot conflict with open use of pools.
4. All guests must be out of pool by 11:00 p.m. on weekday nights (Sundays through Thursdays) and 12:00 midnight on weekend nights (Fridays & Saturdays).
5. All guests must abide by all rules associated with the pool. I will be responsible for the removal of any guest who does not comply with the rules.
6. Cancellations for pool rentals will not be accepted less than 5 business days in advance. Rain or thunderstorms are not grounds for refund of lifeguard fees since lifeguards must remain throughout the duration of any parties originally scheduled as pool parties (guests usually arrive expecting to swim). Guards will determine when weather has subsided enough to permit swimming.
7. I agree to fully cooperate with the lifeguard(s) on duty and will ensure the orderly exit of my guests if the party is terminated for any reason.

(Signature of renter)

Date