

## **LAKELAND SECTION IV ASSOCIATION**

### **Clubhouse Rental Rules and Agreement**

1. Clubhouse is for the exclusive use of Lakeland Section IV residents and their guests. To reserve the clubhouse, the homeowner must be at least 21 years old, and must be in good standing with the Association (ASSESSMENTS MUST BE CURRENT FOR THE QUARTER).
2. Reservations are made by calling the Clubhouse Commissioner not less than seven (7) days nor more than sixty (60) days in advance of the date of the functions. All dates are reserved on a first come, first serve basis. A "Clubhouse Rental Rules and Agreement must be completed and returned to the Clubhouse Commissioner with two (2) checks: one (1) for \$25.00 the amount of the usage fee and one (1) for \$100.00 security deposit.
3. FEES:  
Usage fee of \$25.00 This fee is non-refundable.  
Security deposit of \$100.00 This fee is due as stated above in advance of the date. This check will Not be deposited but will be held until after the function. It will be refunded within 72 hours after the event if the Clubhouse is left in acceptable condition, no damage or loss has occurred, and there have been no infractions of Clubhouse rules. The Clubhouse Commissioner shall have jurisdiction over all questions in this matter. Appeals may be made to the Board of Trustees. Failure to provide the deposit one (1) week in advance means forfeiture of the reservation and the usage fee.
4. The Clubhouse is available for private functions only: it may not be used for private business enterprises or for churches
5. The Association reserves the right to enter the clubhouse and terminate any function should the conduct of any person using the clubhouse 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 residents of Lakeland Section IV.
6. **The homeowner renting the clubhouse must be present during the entire party.** Remember you are the one responsible if something should happen. If the party is for a teenage son/daughter, you must also be present. All parties for children under 18 must have 1 adult for every 10 children present.
7. No parties are to exceed 50 people. If there are to be more than 50 people, board approval is required, two weeks before the scheduled event, and you will be responsible for hiring an off-duty law enforcement officer or state-licensed security company if asked to.
8. Beer and/or Alcohol **will / will not (Please Circle One)** be consumed at my party/function.  
**\*\*\*PLEASE MAKE NOTE:\*\*\***  
**A uniformed police officer or security guard is required when (members, guest, or any Combination thereof) of legal drinking age are in attendance and beer or alcohol is consumed. In no way will beer or alcoholic beverages be sold by the Association nor by members, guest, or any combination thereof at the party/function.**

9. The resident renting the clubhouse is responsible for seeing that all doors and windows are locked, lights are turned off. Failure to comply will result in deductions from the deposit to cover costs incurred. Doors and windows are to be kept closed when heat or air conditioning are on. Please **DO NOT** stand on any of the furniture for any reason.

10. After rental, the clubhouse must be cleaned in accordance with the rental schedule. An inspection will be made and the deposit will be returned if the area is cleaned and no damages have occurred, as determined by the Clubhouse Commissioner and a member of the Board.

### **CLEANING SCHEDULE**

- Return all furnishings to their places
- Wash counters and sinks
- Clean appliances: inside and outside
- Sweep and mop floors
- Clean restrooms
- Remove all waste and food from clubhouse and clubhouse grounds
- Clean surrounding common grounds of function related debris.
- All such cleaning must be completed by 10:30 a.m. of the day following the event or function

11. If the clubhouse is not found in satisfactory condition clean after leaving and locking up, there will be ONE attempt made to contact the individual to go back and clean up. If the individual is not able to be contacted, refuses to go back to clean up or does not do a satisfactory job of cleaning up the second time deductions for the infractions will be held from the deposit.

### **12. Cleaning and Damage Charges**

- I understand and agree that above noted deposit will be used to pay for abnormal cleaning costs and any and all damages resulting to the Clubhouse Facilities, its contents or any other portion of the property from any actions of persons present at, or attending, or in any other way related to my function.
- **Lakeland Section IV Clubhouse Clean-Up Checklist** will be used as basis. I understand that any charges made against my deposit will be explained. If the cost of repairs exceeds the amount of my deposit, I agree to pay the **Lakeland Section IV Community Association** the full costs of all repairs within ten (10) days of receipt of a written explanation of the damages and a bill from the Lakeland Section IV Community Association for such repairs.
- I agree that all deposits, fees, and expenses incurred by the Lakeland Section IV Association as a result of the use of the clubhouse facilities under this agreement shall be considered an assessment and constitute a lien against my property and shall be fully collectible as such as provided in the Lakeland Section IV Community Association's Restriction and By-Laws.
- I understand that failure to pay damage fees will cause user privileges to be suspended until reimbursement is made.

13. **DO NOT!** Use thumbtacks, nails, staples, glue....or any device to attach anything to the walls, doors furniture, trim, etc..IF damage occurs through this type of use, repairs will be made and the cost deducted from the deposit. Tape is acceptable.

14. Please keep music and noise at an acceptable level so as not to disturb the clubhouse neighbors.

15. No smoking is allowed inside the clubhouse except in Kitchen area.

16. No pets are allowed in clubhouse/swim lake area.

**17. Your total deposit will be forfeited if the party goes past the stated time. Also if the police are called, a portion of, or all of the deposit will be lost depending on the police action taken.**

**18. Hours Available:**

The Clubhouse is available for private functions between the hours of 12:00 p.m. and 2:00 a.m. If earlier access is needed for setup for a noon function or earlier, this can be arranged for if there is no function the preceding day. All functions must be over by 2:00 a.m. Clubhouse cleaning must be completed by 10:30 a.m. the morning following your function. Entrance to the clubhouse for the purpose of preparing for a private function may not begin more than two (2) hours prior to a function, or as agreed.

19. The renter understands and agrees to abide by all local, state and federal Laws and ordinances which pertain to residents, guests and invitees while using the clubhouse. The renter understands that any violation shall be grounds for immediate termination of the right to use the clubhouse. Any such termination shall not waive or change the renter's obligations hereunder.

**20. I assume all responsibility, risks, liabilities, and hazards incidental to the activities** applied for (including but not limited to serving of beer and/or alcoholic beverages) and hereby release and forever discharge the Lakeland Section IV Community Association, its officers, directors, employees, agents, and members, past, present, and future; from any injury or death and damage to or destruction of property arising from my use of the Clubhouse Facilities and its appurtenances.

**21. I agree to defend, indemnify and hold harmless the Lakeland Section IV Community Association,** its officers, directors, employees, agents, and members, past, present, and future; from any and all claims, costs, causes of action and liability (including, but not limited to, attorney's fees) for any injury, to either person or servants, guests, invitees or any member of the Lakeland Section IV Community Association or any other person which arise from or in any way related to the use of the Clubhouse Facilities and its appurtenances.

**22. I assume all responsibility for the actions and behaviors of all persons present** at, attending or in any other way related to my function and agree to be personally responsible for causing all such persons to comply with the Lakeland Section IV Community Association's Restrictions, By-Laws and Rules and Regulation. I acknowledge that violation thereof by any person present at, attending, or in any other way related to my function may, at the sole discretion of the Lakeland Section IV Community Association's Board of Directors, result in forfeiture of my deposit.

## LAKELAND SECTION IV CLUBHOUSE CHECKLIST

Clean the bathroom sinks and toilets with cleaner provided

Clean counters and sink in the kitchen area

Wipe out the refrigerator

Sweep the floors and mop

Wipe down any walls that might have been marked up or splashed on

Place furniture back into its original position

Wipe the tables

Pick up trash in the parking lot/grounds outside the clubhouse

All trash must be removed from the clubhouse and grounds at the end of the event  
(It is renter's responsibility to dispose of all trash)

Turn off lights, fans, and lock doors

If you break a picture or other decorative item you will be charged the replacement value

Under no circumstances may anything be left in the clubhouse after your party. This includes possible items delivered by a rental company, or by a caterer.

**The clubhouse key must be returned before you go home after cleaning!**

Other homeowners possibly renting the clubhouse the following day deserve the same courtesy of being able to have the key and get into the clubhouse as soon as possible so that they may start setting up for their party

**I agree to the conditions set forth above and wish to rent the clubhouse.**

**NAME(Please Print)** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY/STATE/ZIP** \_\_\_\_\_

**HOME PHONE** \_\_\_\_\_ **BUSINESS PHONE** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**LAKELAND SECTION IV USE ONLY**

**BEFORE EVENT:**

**Agreed to and accepted by the Lakeland Section IV Association by:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**AFTER EVENT:**

**Attached signed Clubhouse Clean Up Check List** \_\_\_\_\_

**Deposit Refunded** \_\_\_\_ **Yes** \_\_\_\_ **No**

**If No, explain reason why and amount forfeited:** \_\_\_\_\_

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