

- 13) If you see any damage(s) to the clubhouse upon your initial entry, be sure to notify the FALL CREEK agent and report the damages. It is assumed that any damages not reported upon your initial entry occurred as the result of your rental, and you will be charged accordingly.
- 14) Misuse of the facility or the failure to comply with these regulations will be sufficient reasons for denying any further applications.
- 15) The facility may not be reserved more than six (6) months in advance. Dates will be released on the following schedule: January – June will be released the prior December, July – December will be released the prior June. No facilities may be used for fund raising purposes without prior approval from the HOA. Sales of alcohol is prohibited. Requests for periodic, regularly recurring use of the facility must be approved by the HOA.
- 16) Homeowner has the obligation to comply with current local and state rules related to minimizing the spread of COVID-19

Reservation Status

A rental reservation is considered binding after the facility Rental Agreement has been signed by the rental applicant and approved by the HOA Management Company. Renter will receive confirmation email a week prior to the reservations which will include a Post Function/Event Cleanup Checklist and instructions regarding entry and exit.

The Amenity Card listed on the reservation will be activated for entry to the building. It is the resident's responsibility to ensure they have their card at time of the event. Please note, if Management is contacted after hours due to a resident error (i.e. lost/stolen/deactivated card), \$75 will be deducted from security deposit.

Caterers

Rental applicants may choose to employ an outside caterer for their event. Caterers are required to abide by all policies outlined in the Facility Rental Agreement. All food and beverages must be removed from the premises after the event. Waste food, ice and beverages may not be dumped onto soil or landscaping anywhere on the premises by guests or catering staff. Rental applicants and/or their caterers are required to provide their own tableware, linens, and service needs. No catering equipment, chairs, tables, decor or other items may be left behind or stored on the property after an event unless prior arrangements have been made with the HOA. All items are permitted to be brought on property during your set-up hour, and must be removed during your clean up hour. (Items cannot be stored at the Clubhouse the day before the event or the day after the event.)

Decorations

Decorations may be used however, use of a staple gun, or items that nail or screw into any surface are prohibited. Tape must not leave permanent marks or remove paint or other finishes. No staples, nails, red rose petals, or glitter is allowed. The use of rice, birdseed, popcorn, or confetti, inside or outside, is prohibited. All candles must be contained in a glass container taller than the top of the candle flame. All balloons must be disposed of, if balloons set off the motion detector the police will be dispatched and the alarm charge will be billed to the Reserving Party starting at \$75.00 or it will be removed from the Security Deposit.

Animals:

Animals, with the exception of service animals, are not permitted inside the Fall Creek Community Clubhouse without prior approval of the HOA

Indemnification

I am homeowner in good standing and am at least 18 years of age. I assume FULL RESPONSIBILITY FOR MY ACTIONS AND THOSE OF EACH OF MY GUESTS during the course of the use, including all claims of theft, disturbance, or damages to any property or injuries to anyone caused by me or my guests. I agree to indemnify and hold harmless the FALL CREEK HOA for all such claims whether the accident occurs on the common ground, on and part of the recreational facilities, parking areas, or adjacent areas. I have read, understand, and agree to the above terms and rules. The Fall Creek HOA reserves the right to refuse application for good cause or to revoke the rental applicant's permit privileges. If this occurs, we will attempt to notify you as soon as possible. I have read all of the rental policy information and by signing below, I agree to comply with the provisions of this rental agreement. I understand that my security deposit may be forfeited or I may be billed for any additional expense should any of the aforementioned requirements be ignored or abused, or if any damages are a result of the actions of my rental. HOMEOWNER acknowledges that his/her use of the facility is purely for the pleasure of his/her guests. HOMEOWNER further acknowledges that neither Fall Creek Management Company "Spectrum Association Management", nor the Fall Creek Homeowners Association ("Association"), has assumed any responsibility for, nor shall the Manager or the Association have any liability for, the actions or inactions of the renters and his/her guests and invitees or for any injury, damage or loss any person may sustain while using the facility or in connection with or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any person while using the facility. HOMEOWNER on behalf of himself, his heirs, successors and assigns, and on behalf of his/her guests and invitees, their heirs, successors, and assigns hereby releases the Manager, the Association and the respective offices, directors, shareholders, agents, members, successors and assigns, from any claims which HOMEOWNER, his or her guests, and invitees, now have or may hereafter have which are related in any way to any loss, damages, illness, infection or injury that may be sustained in connection with their use of the facilities or as a results of any activity, including consumption of alcohol or other intoxicating substances, engaged in while using the facility. HOMEOWNER, individually and/on behalf of his/her heirs, successors and assigns, agrees to indemnify, defend and hold harmless the Manager and the Association and their respective officers, directors, shareholders, agents, members, successors, and assigns against any and all claims, demands, damages, costs and expenses, including reasonable attorney fees arising from the user of the facilities, including the buildings and sidewalks adjoining same, by the HOMEOWNER, his/her guests, and invitees, or as result of any activity including consumption of alcohol or other intoxicating substances, engaged in by an such person while using the facility. In the event any action or proceeding is brought against the Manager or the Association, their respective offices, directors, shareholders, agents, members, successors, or assigns by reason of any such claim, HOMEOWNER covenants and agrees to pay all costs of defense of such action or proceeding by counsel satisfactory to the manager and the Association. The foregoing indemnification and defense obligations shall not be conditioned upon the availability of insurance coverage and HOMEOWNER is failure to obtain insurance coverage or the refusal of the insurer to pay any claim or otherwise assist HOMEOWNER in fulfilling such obligations shall not relieve HOMEOWNER of the indemnification and defense obligations set forth herein.

Homeowner signature: _____

Homeowner's printed name: _____

Date: _____

Agreement & fee received by: _____

Alcoholic Beverages Addendum

I, _____, am renting the Clubhouse located in Fall Creek on _____ (Date). I understand that I will not be allowed to serve or sell any alcoholic beverages on the premises of the clubhouse to anyone under the age of twenty-one (21) during the above-referenced date. Any alcoholic beverage should not be left unattended by an adult at any time. All alcoholic beverages must be removed from the premises immediately following the event. I further understand that I will be responsible for any liability, if any, incurred by my guests for violating this addendum on the above referenced date and that the Fall Creek Owner’s Association assumes no responsibility.

If any alcoholic beverages are to be served by a bartender, proof of host liquor liability insurance must be provided with combined single limit coverage of \$1,000,000 with respect to injuries, deaths, or damages. This may be accomplished through a general liability or excess liability (umbrella) rider to the Homeowner(s) policy, or through a separate policy, provided that the rider or additional policy specifically covers host liquor liability. Proof of such insurance must be delivered to the office of Fall Creek at least one (1) week prior to the Clubhouse rental or the rental agreement is subject to termination by the Association. Alcohol cannot be sold on the premises. This addendum is part of the terms of the contract as if completely set forth there in.

Owners Signature: _____ Date _____

Owners Printed Name: _____ Date _____

Fall Creek Agent: _____ Date _____

Cleaning Policy Addendum

All decorations and trash must be removed, and the facility must be vacated by the end time indicated on the Facility Rental Agreement. The rental applicant is responsible for removal of all personal articles, including leftover food, decorations, ice, etc., and depositing trash in the trash cans. Additionally, the renters are responsible for providing all the cleaning activities listed on the cleaning checklist. If it becomes necessary for HOA to do an extensive amount of cleaning, there will be a corresponding deduction from the security deposit, as determined by the HOA.

Note: Homeowner is responsible to provide all cleaning products and should not use those within the center which are reserved for regular cleaning service.

Cleaning Checklist

- Remove any items you brought from the refrigerator and make sure it is left clean.
- Arrange and straighten furniture to original placement.
- Remove all personal belongings including any decorations, tables/chairs, etc.
- Any carpet or wall stains, which occurred during the rental, should be called to the associations' attention at this time so that proper cleaning can be arranged.
- Turn off lights and TV before leaving.
- Ensure the A/C or Heater is set to the appropriate temperatures as listed in this contract.
- Make sure all doors are shut after you leave.
- Turn off oven/stove prior to exiting the building.
- Make sure the alarm is set prior to leaving the premises.

Your deposit will be mailed to you within fifteen (15) working days after your scheduled event ONLY if all rules and regulations have been followed.

Remember, this is your community. Please take pride in your amenities; they are an asset to your home.