So much. So close.

Fall Creek Clubhouse Rental Policy – Resident Use

2020 Revision

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Fall Creek Clubhouse Rental Application – Resident Use

First Name: _____ **Last Name:** _____

Company Name (if applicable): _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Tel (H): _____ **(C):** _____ **Amenity Badge #** _____

E-Mail Address: _____ **Fall Creek Resident**: Yes / No

Please describe the purpose of your event: _____

Event Date: _____ **Start Time:** _____ **End Time:** _____ **Est. Attendance:** ____

Food/Beverage Present? Yes / No **Caterer Present?** Yes / No **Alcohol on Property?** Yes / No

Payment Information (checks payable to "Fall Creek HOA"): Please note all checks will be deposited.

Check #1: Deposit- Refundable per terms and conditions listed in contract

Security Deposit: **Amount: $500.00** **Check #1:**_____

Check#2: Fees – Non-refundable per terms and conditions listed in contract

Rental Fee:
$50.00/per hour (3 hour minimum for Friday, Saturdays, and Sundays.)
Total Hours: _____ **Amount $**_____
Cleaning Fee: **Amount: $250.00**
Total Amount for Fees: $_____ **Check #2:**_____

Check #3: Officer Fee (If alcohol is served)**:**
$80.00/per hour (4 hours minimum. Additional charges will apply if event occurs on national holiday)

Total Hours: _____ **Amount $**_____
Total Amount for Fees: $_____ **Check #3:**_____

Fall Creek will officially reserve the facility once the following has been completed: Checks for deposits and fees have been turned in to the onsite staff at the same time as the rental agreement is tuned and signed off by the Onsite Staff.

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Clubhouse Rental Agreement

This AGREEMENT is made between Fall Creek HOA, hereinafter called "Fall Creek" and the undersigned Fall Creek homeowner, hereinafter called "HOMEOWNER", "RENTER", or "RESERVING PARTY".

Clubhouse Rental Hours

The Clubhouse is available for rent Mondays – Fridays, 6pm till Midnight (12am) & Saturdays and Sundays, 9am – Midnight (12am). The reserving party must strictly adhere to the reservation times agreed within this rental agreement. It is the responsibility of the homeowner to allow adequate time within their reserved time for set-up, event, and clean-up. Reserving Parties are granted 1 hour for set up and 1 hour for clean-up with their reservation, should additional time be needed it will be at a cost of $50 per hour. Additional hours for a reservation can be accepted as long as notice and payment is provided to the Clubhouse staff with a minimum of 3 business days' notice. Multiple parties can be booked on the same day, but a two-hour window/gap is needed between the bookings to allow for cleaning.

Clubhouse Fees

The following fees are required for clubhouse rental.

- Security Deposit - $500 (Cashier's Check or Money Order only)
- Cleaning Fee - $250 (A two-hour window/gap is needed between multiple bookings to allow for cleaning.)
- Reservation Cost - $50/hour
- HCSO Officer Fee - $80/hour (if alcohol is present) *Must be booked with a minimum of 1 weeks' notice. *

*Security Deposit will be forfeited if applied use is not adhered to according to the terms of this contract.

Cancellation Policy

Reservations for use of the Fall Creek Clubhouse are made on a first-come, first-served basis in advance of 7 business days of the date of planned use. **Three separate payments must be made: The security deposit (cashiers check or money order only), the Rental fee and Cleaning fee, and the HCSO Officer fee (if applicable) must be paid at the time the Rental Agreement is signed**. All deposits and fees are due upon reservation. If the Homeowner cancels the reservation within 8 business days of the scheduled use, the security deposit will be returned and the rental fee, cleaning fee, and HCSO Officer Fee (if applicable) will be refunded minus an $80.00 cancellation fee.

If the Homeowner cancels less than 8 days in advance of scheduled use, the security deposit will be retuned and rental fee, cleaning fee will be refunded minus a $250.00 cancellation fee. The HSCO security fee will be forfeited should the Homeowner cancel less than 8 days in advance.

Clubhouse Access

Upon signing of the rental agreement and submittal of required payments to the property management company, temporary access will be assigned to the person named on the agreement and entrance can be made using the Resident ID card for up to one hour prior to rental and one hour after (this is your set-up time and clean-up time). However, please keep in mind that all set-up, event, and cleanup **MUST** occur during reserved time.

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All reservations are subject to the approval of the Fall Creek Board of Directors. Homeowners whose accounts are past due are ineligible to reserve and/or rent the Clubhouse. The Fall Creek Board of Directors reserves the right to decline reservations to any person for any reason. The Fall Creek Board of Directors reserves the right to cancel a reservation at any time. The Fall Creek Board of Directors will make its best effort not to cancel a reservation, however in the event of such cancellation occurs, the rental fee and deposit will be returned to the Homeowner

For the time of the scheduled use, the Homeowner has the exclusive use of the Clubhouse and the non-exclusive use of the parking lot and trash dumpster. This does not include the use of the swimming pool, pool area, fitness room, common area outside the clubhouse, or parks. Please keep in mind if you rent the clubhouse during swimming pool season there may be a large amount of traffic entering and exiting the clubhouse parking lot and this may not be a good location if you wish to have no distractions. **Food Trucks, Bounce Houses, and any other items that would typically be set up outside are prohibited.**

Please note that if the alarm is set off and the police are dispatched a $75.00 deduction will come out of the security deposit. The Clubhouse Staff will E-mail step by step instructions on how to disarm the alarm system a week prior to the event.

Rules of Usage

1) Homeowner agrees to assume 100% responsibility for conduct of themselves and their party.
2) Homeowner agrees to limit the number to guests to no more than 274 guests.
3) Homeowner agrees to restrict parking to designated areas only. No parking is allowed on the grass or landscaped areas.
4) Homeowner agrees to NO SMOKING inside the Clubhouse. Illegal activities are not permitted. Violators will be prosecuted to the fullest extent of the law.
5) Homeowner agrees to limit the volume of all music and noise generated during the use to a level that **DOES NOT DISTURB** other homeowners or park users.
6) Please do not remove any items attached to the walls.
7) Adult supervision is required for participants under 21 years of age.
8) Any event open to the public is prohibited.
9) Homeowner agrees to return air-conditioning to 74ºF or heat (at the thermostat) to 68ºF and turn off the lights at the end of his use.
10) The homeowner who rents the facility must be in attendance at all times during the scheduled event. The Homeowner must be the last to leave. Homeowner agrees to lock all doors and windows and secure the building. If the clubhouse is not locked at the end of use, Homeowner will be held liable for any damage incurred. All doors must be unlocked during the rental period. Take special care to leave exits free of obstacles.
11) Homeowner will be responsible for turning the alarm off upon arrival and setting the alarm when exiting. Should police be called out for due to alarm not being turned off/on properly Homeowner will then be responsible for 911 call. Starting at $75.00 that will be removed from the security deposit.
12) Homeowner agrees to notify the Property Manager of any problems encountered and any damage to the Clubhouse and/or grounds caused during his/her use within 24 hours. Homeowner agrees to pay for the costs to repair all damage that occurs during his/her use. Homeowner agrees to have all such damages and costs posted to his/her HOA account.

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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 evet.)

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 services animals, are not permitted inside the Fall Creek Community Clubhouse without prior approval of the HOA

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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: _____

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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 _____

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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.

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