

Clubhouse Rental Agreement

Wyndham Lakes Estates HOA

ROOM RESERVATION REQUEST TERMS & CONDITIONS

Room schedules and Room Reservation Request forms are established and maintained by Leland Management. Requests must be made and approved One Week in advance of the event.

No application will be accepted without the Room Reservation Request Form, and the acknowledgment of the Terms & Conditions, and a \$500.00 money order or cashier's check.

Please Take the completed Application to,

Wyndham Lakes Estates HOA, c/o Leland Management:
14503 Wyndham Lakes Blvd, Orlando, FL 32824
Make checks payable to Wyndham Lakes Estates HOA

Type of Event: _____

Date of Event: _____ Time of Event: _____
[Please allow time for set up and clean up]

How many people will attend your event? _____
Maximum 50 people (including children)

Name: _____ Contact: _____
Phone: _____

Address: _____

Email: _____

Deposit Check # _____ \$500.00 deposit Rental Check # _____ \$500.00 per four (4) hour
(Money Order or Cashier's Check Only) period of time reserved, Additional \$100.00 per hour.
(The Deposit is refundable if the premises are left clean and in their original condition without damage)

Resident Access Card No. (s) _____ . Access will be granted the day of the event only.

Entertainers will not be permitted anywhere within the Clubhouse facilities or adjacent areas, except as specifically approved by the Board. If approved by the Board, the vendor and vendor's contact information or contract proposal must be attached. Please include a copy of their Liability Insurance listing the Wyndham Lakes Estates Homeowners Association as an additional insured.

Resident Signature: _____ Dated: _____

FOR LELAND MANAGEMENT ONLY

Date request received: _____ Date BOD Approved / Denied _____

ROOM SCHEDULING POLICIES AND GUIDELINES

The Board will allow rental of the clubhouse for any purpose in keeping with the Rules and Regulations of the Wyndham Lakes Estates Homeowners Association. Events that Management or the Board deem immoral, illegal or which interfere with resident use of the Clubhouse will be prohibited.

A. Guidelines: Bipartisan political events with a broad range of interest may use the Clubhouse as long as both sides have an equal opportunity to present their case within a reasonably short time of each other.

Residents may not use common area facilities to produce products or services for commercial gain. If the purpose of the meeting has commercial value and possible financial benefit to the host, the room must be rented at the current Resident rate.

Residents may not use the Clubhouse for regular religious services or meetings. Since religion and religious beliefs are such a personal and private matter, by their very nature, this type of meeting could exclude some residents.

Use of the Clubhouse facilities or any part thereof may be restricted at any time by the Board or by Management Staff.

No commercial advertisements shall be posted or circulated at the Clubhouse facilities, and no solicitations of any kind shall be made within the Clubhouse facilities, except as specifically permitted by the Board.

No petitions shall be originated, solicited, circulated or posted at any time in the Clubhouse, except as specifically permitted by the Board.

All complaints, criticisms or suggestions of any kind relating to any of the operations of the Clubhouse facilities must be addressed to the Board and/or Management. When scheduling meetings and/or events, the Clubhouse's "Resident Event Request/Room Reservation Form" must be submitted and approved.

B. Priorities for Scheduling Rooms: All reasonable efforts will be made to conform to the following order of priorities:

Scheduled Contracted Events: take priority over subsequently scheduled meetings. Management will manage any potential conflicts.

Association's Board of Directors and Official Committees: Any meeting of the Association's Board of Directors, as well as all official committees of the Board, has priority over all other meetings. These scheduled meetings will be posted at the Clubhouse.

Association Sponsored or Approved Events, Activities and Meetings: All special events, classes and meetings will be scheduled with the approval of the property management staff and posted.

Resident Sponsored Private Events: Residents may reserve the Clubhouse or sponsor a group for a private event after signing a Room Reservation Request Form that establishes the appropriate charges for the use of the Clubhouse's facilities upon the approval of Management staff.

Use by the Declarant: As long as the Declarant is a homeowner within Wyndham Lakes Estates, and is in good standing on HOA dues and under no litigation with the HOA, the Declarant may use the Clubhouse to sponsor special events subject to the following conditions:

1. The availability of the Clubhouse at the time requested;
2. The Declarant shall pay all costs and expenses incurred and shall indemnify the Wyndham Lakes Estates Homeowners Association and property manager against any loss or damage resulting from the special event; and
3. The Declarant shall return the Clubhouse and any personal property used in conjunction with the special event to the Association in the same condition as existed prior to the special event.
4. The Declarant does not sub-lease the clubhouse to a non-resident for financial gain.

Meeting Room Charges:

Association and Official Committee Meetings, Clubhouse Sponsored Activities and Other Resident Groups will not be charged for the use of the Clubhouse, except that these activities may be required to reimburse the Clubhouse if their activity incurs extra costs for set-up, cleaning, etc. All other meetings and/or activities may be subject to the current schedule of rental fees and policies available from Management. See Rental Fee Schedule for full details.

Private Parties

1. The Clubhouse is available for private parties sponsored by Residents for personal or social reasons provided they do not conflict with other scheduled functions and or meetings. The Clubhouse is not available for parties for outside organizations even though sponsored by an owner or resident, unless approved in advance by the Board.
2. All requests for use of the Clubhouse must be made by written application through Leland Management and approved One Week in advance. Use of the Clubhouse Main Meeting Room will be granted on a first to request basis.
3. A deposit of \$500.00 must accompany the application for Clubhouse use. This deposit will be held by the Manager to cover possible cleaning costs and/or damage upon inspection by the Property Manager.
4. Access to the clubhouse will be by the use of a Proximity access card and separate windshield tag. The Resident will receive the access card and windshield tag from the property manager to activate for the event. Once the event has concluded, the access card and windshield tag will no longer open the doors to the clubhouse facility. The Proximity Card and windshield tag must be returned to the property manager in order to get the Deposit back.
5. The clubhouse is available between the hours of 10:00 am and 10:00 pm. Quiet must be observed in the outdoor area after 10:00 pm. Access to the pool area, gym, tennis and basketball courts and other amenities are strictly forbidden.

Clean-up must be completed (i.e. removal of personal items, food, beverages, decorations, etc.) and all guests must exit the clubhouse by 10:00 p.m., at which time the alarm system will be automatically activated. The undersigned is responsible for fees charged by Law Enforcement, Fire Department and/or alarm monitoring company for setting off the alarm after activation.

6. Parties are limited to a **Maximum of 50 people only!** The Ratio of children to adults must be no greater than four children to one adult. Adults must accompany children at all times.
7. The **Maximum rental period is for 8 hours**, to include set up and clean up time. All Groups or individuals using the Clubhouse must leave the premises locked and in a neat, clean and orderly condition. All trash **MUST** be removed from the premises and shall be disposed of in the green WLE clubhouse dumpster/trash receptacle located in the parking lot.
8. Please have a copy of the approved application with you when at the event. The Applicant is to remain on-site for the full duration of the rental period including setup and teardown/cleanup.
9. If cancellation occurs 72-hours or more in advance of the scheduled date of use, the Rental Fee and security deposit will be returned in full. If cancellation occurs less than 72-hours in advance of the scheduled date of use, the rental fee will be forfeited; however, the security deposit will be returned in full.
10. All reservations are subject to the approval of the Wyndham Lakes Estates HOA Board of Directors or their assigned representative.
11. Wyndham Lakes Estates HOA reserves the right to cancel a reservation in the event that the clubhouse suffers damage or a system failure that cannot be repaired in time for the scheduled use. In the event of such a cancellation, the rental fee and security deposit will be returned in full.
12. Events can **ONLY** be scheduled in the main meeting room and the kitchen area of the clubhouse during the approved hours of scheduled use. The pool, gym, bathrooms, playgrounds, tennis and basketball courts will remain open to the Wyndham Lakes Estates HOA community and their guests.
13. The bathrooms will remain open for your guests to use. The use of the pool, pool deck, gym, basketball and tennis courts and other amenities are strictly prohibited. We remind you again the rental is for exclusive use of the clubhouse main meeting room and kitchen area only. During daylight hours the pool deck and pool will remain open to HOA residents and their guests. A \$50.00 per person fine will be imposed for each person on the pool deck after sunset and will be taken out of the security deposit.
14. Decorations (mounted type) may be displayed in approved areas within the Clubhouse. Only 3M Scotch Brand Command strips, removable hooks or painters' tape shall be used for decoration purposes. The use of gummed tape, tacks, thumb tacks, nails, pins, suction cups, etc. cannot be used to mount decorations. The plaster walls, windows and doors of

the Clubhouse shall not be decorated at any time. Please make sure all decorations are removed and no damage to the walls has occurred.

15. You may Not Charge Admission or sell tickets for the event.
16. The Renting Party must bring all items for the event/party, including serving utensils, tablecloths and cleanup supplies including trashbags.
17. No food items are to be left anywhere in the Clubhouse, including the refrigerator.
18. Do not overload circuits by using 3-way plugs that will allow the plugging in of (for example) two coffee pots and a toaster in one socket.
19. The Clubhouse is a smoke-free environment. Smoking is prohibited in all areas of the Clubhouse but is permitted in designated outdoor areas. The Board has the right to designate specific outdoor smoking areas adjacent to the clubhouse by posting appropriate signs.
20. No Clubhouse property may be removed without written approval by the Board.
21. The Board reserves the right to require a staff member, security or law enforcement to be present during private rentals. Any and all costs of such personnel shall be paid in advance by the sponsor of the event.
22. It is the responsibility of the resident to supervise their guests at all times. Your guests MAY NOT USE the gym, pool, tennis or basketball courts. The actions of members and guests are video monitored at all times while inside or outside of the Wyndham Lakes Estates clubhouse.
23. The person signing this application/agreement assumes full responsibility for the conduct and personal injury liability of self and all guests.
24. Wyndham Lakes Estates HOA has the right to have a member of the Board of Directors, a Committee Member, management staff member, security guard or guards, or law enforcement officers to be present or visit the clubhouse during the rental period. I agree to pay the cost of such personnel, which is estimated to be \$28.00 an hour.
25. Parking is restricted to designated parking areas only. In the event this rule is violated, the undersigned agrees to pay actual repair costs to be posted to his account, should damages exceed the amount of the security deposit.
26. Large inflatable activities (bounce houses etc.) are not permitted.
27. The nature of the events will be family oriented. Adult content is strickly prohibited.
28. All clubhouse doors will remain closed to avoid excessive air conditioning costs, entry of insects, flies/pests and the entry of non-authorized persons.

29. **Alcohol and/or Alcoholic Beverages are Not Permitted on the Premises. This includes Wine, Beer, Liquor and Hard Seltzers.**
30. The following items are prohibited on the premises at all times: Fireworks, Firearms, Tobacco Products, Smoking (except in designated areas), Gambling, Pets (except for disability assistance), Confetti, Rice, Glitter.
31. Tables and chairs are available for use, and must be returned to their storage location.
32. Tables, chairs, counters, refrigerator and floors shall be left clean of debris and spills; restrooms shall be left clean with absence of cups, napkins, party items, etc.
33. All lights in the main area and kitchen will be turned off prior to leaving the building.
34. All clubhouse doors will be locked prior to leaving the building.
35. The undersigned agrees to notify a member of the Board of Directors or the management company of any problems encountered and/or any damages to the clubhouse or grounds that occurs during the scheduled event.
36. Please be respectful of other HOA residents using the clubhouse facilities.
37. The undersigned agrees to defend, indemnify and hold harmless the Wyndham Lakes Estates Homeowners Association, its officers, directors, members, contractors, agents and employees from and against any suit, claim, loss or cause of action arising out of, or in conjunction with the utilization of the facilities, or the areas in proximity to the facilities, by undersigned pursuant to this agreement.

In addition, the undersigned agrees to reimburse the Wyndham Lakes Estates HOA for any and all damages including, but not limited to equipment, fixtures, furniture or other property, either real or personal arising out of the utilization of the facilities, pursuant to this agreement, without regard to whether such damage is caused by the undersigned or is the result of negligence or other fault of the undersigned or the undersigned's guest.

The Wyndham Lakes Estates Homeowners Association assumes no liability whatsoever to undersigned for any mechanical or electrical failure, natural disaster, riot, act of God or any other development which may prevent, disrupt, limit or frustrate the undersigned's use of the facilities and is not liable for the loss or damage to the undersigned's personal property.

38. Any violations of these terms and conditions will result in termination of the party and may include suspension of privileges to use the clubhouse amenities.

I hereby declare that I am a Resident Owner of Wyndham Lakes Estates Homeowners Association. I further declare that I enter into this agreement having read and fully understanding its terms and obligations; and that I and my guest(s) agree to abide by all rules, policies, procedures and regulations which govern the Wyndham Lakes Estates clubhouse and recreational facilities.

If I am a renter, I acknowledge that I must attach written permission from the owner to this application. Reservations will not be confirmed without the proof of owner's permission in writing.

I have read, signed and fully understand the above rules and agree to abide by them during the rental period. I understand that I will be responsible for all damages to the clubhouse during the rental period. Wyndham Lakes Estates HOA and Leland Management are not responsible for any articles that may be left behind or thrown away as a result of the renter not removing them when they depart.

Print Residents Name: _____

Resident Signature: _____ Date: _____

Wyndham Lakes Estates Clubhouse Rental

Wyndham Lakes Estates HOA

Fee Schedule and Check List

The Wyndham Lakes Estates Clubhouse Rental Fee is \$500.00 for the first four hours, then \$100.00 for each additional hour. The Clubhouse can be booked 90 days in advance. It is recommended, but not required that renters get event insurance and security. **The clubhouse can only be rented from 10:00AM -10:00PM on Saturday and Sunday.** All equipment must be removed on the same day.

Rental Requirements

- The homeowner must be in good standing with the HOA
- A Minimum One-Week notice is required
- The Homeowner is responsible for all of the actions of their guests
- If a board member has to go to your event for any of the following reasons you will forfeit the security deposit up to 100%:
 - Turning off an alarm
 - Respond to a noise violation
 - To remove people from the pool deck, gym, basketball or tennis courts
 - If the police or fire department were called
 - For Violating the Terms & Conditions

End of Event Check List (Leave on Counter)

- Empty trash cans and put all garbage in outside dumpster
- Empty and wipe down the refrigerator inside and out
- Empty and wipe down the microwave inside and out
- Empty and wipe down the sink and kitchen countertops
- Sweep the floors
- Remove any 3M command strips, tape and event wall decorations
- Ensure all doors are securely closed and locked
- Remove all event materials
- All tables and chairs need to be put back in their original locations
Chairs to be stored on the racks and the tables put in the tables closet
- Turn off lights upon leaving

Event Date: _____ **Rented By :** _____