

FOXCLIFF ESTATES SOUTH CLUBHOUSE AND/OR POOL RENTAL CONTRACT

The Foxcliff Estates South Clubhouse and Pools are assets of the Foxcliff Estates South Homeowner's Association, Inc. (FESHA). As such, they may be rented separately or simultaneously by the following: FESHA members, FESHA Associate members, Foxcliff Estates North members, or others (subject to Board of Directors approval). FESHA sponsored Association events shall have priority over any rental activity. All other use is on a "first come, first served" reserved basis. Reservations are not final and the date reserved until this Contract is signed and required deposit received.

FESHA expressly disclaims any liability due to personal injury or property damage arising out of the use of its Clubhouse and/or Pool facility(s). Further FESHA is not responsible for the acts of its lessees, their agents, guests or its own members relating to the use of the Clubhouse and/or Pool facility(s). In addition, FESHA disclaims any and all liability relating to the service of alcoholic beverages in and about its Clubhouse and/or Pool facility(s). Any accident or injury to either property or person is solely the responsibility of the lessee and guests. Further, the parties stipulate that the lessee is solely responsible for observing and enforcing State Liquor Laws in and about the Clubhouse and/or Pool facility(s) including but not limited to restricting service of alcoholic beverages to adults and refusing to serve intoxicated individuals. The parties also stipulate the lessee is responsible for any and all liability due to any accident or injury to person or property occurring on or about the Clubhouse and/or Pool facility(s).

The following conditions and terms apply:

1. A resident/member shall mean members of FESHA, in good standing as defined in FESHA Covenants and Restrictions and FESHA Associate Members who are current in their dues as members of the Clubhouse, Tennis Court, and Pools and in good standing. Non-resident shall mean Foxcliff Estate North residents, Foxcliff South Pool and Tennis Association Members and all others approved by the Board of Directors.
2. All reservations shall occur through the FESHA Office Manager.
3. The renting person/party shall be in attendance during the entire event and declare in writing for what purpose the facility(s) is being rented. The renting person/party will be liable and responsible for all deposits, rentals and damages. A checklist form of Clubhouse and or Pool conditions and inventory is available to the renting person/party upon possession. Any discrepancies should be noted prior to the renter's event and provided to the FESHA Office Manager.
4. A two o'clock a.m. (2:00 a.m.) curfew will be enforced and the Clubhouse and/or Pool area must be cleaned and vacated by that time unless other accommodations are made.
5. The interior of the Clubhouse and entire Pool area has been declared non-smoking. A smoking receptacle has been placed outside the front entry for use in discarding cigarettes. Renter shall remove discarded smoking materials as part of the clean up. Failure to comply with this rule will result in automatic surrender of the security deposit and possible suspension of Clubhouse use.
6. The use of tape, pushpins, thumbtacks, pins, nails, etc. on or in the walls or woodwork, furnishings, windows or window coverings, etc. is strictly prohibited. Non-compliance persons will be assessed fees for repair and/or replacement. Existing hardware pre-installed on the woodwork may be used for decorating purposes.
7. Food and drink is allowed only in the designated eating area of the Pool area. No glass is permitted in the Pool at any time. All Indiana State Board of Health regulations and FESHA Pool Policies and Procedures are to be adhered to at all times.
8. The renting person/party shall be responsible for clean up. A vacuum cleaner will be provided. The renter will supply their own trash bags, collect and remove all trash inside and outside the clubhouse, and remove it from the premises. Clubhouse and Pool is to be returned to the original condition. A minimum \$100 clean up fee will be assessed if the Clubhouse and/or Pool is unclean and unsuitable for the next rental or normal usage.
9. A telephone extension of the Pool Phone is installed in the common area of the Clubhouse. Pool personnel reserve priority use of the phone. Renter is responsible for any and all calls made from this phone. No long distance calls are permitted from this phone.

Pool Rental is to be arranged through the FESHA Office Manager who shall coordinate with the Association's pool management contractor. No pool party will cause the closure of the pool to members during regular pool hours. The Pool may be rented alone or in conjunction with a Clubhouse rental. A Pool Party Request Form must be completed and returned to the Association Manager at least one week prior to party in order to facilitate coordination with the Association's pool management company.

A two hundred and fifty dollar (\$250.00) deposit is required in order to reserve a date for use of the Clubhouse and/or Pool. If the renting person/party has had any damage deposit amount withheld within the previous 12-month period, a three hundred and fifty dollar (\$350.00) deposit is required in order to reserve a date for use of the Clubhouse and/or Pool. A reservation is not finalized until the required deposit has been paid. In the case of a seven (7) calendar day or less reservation, a deposit by cashier's check, money order or cash is due to finalize the reservation. For any cancelled reservation within in forty-eight hours (48) of reserved date, the renter shall forfeit the rental fee, not to exceed \$75. At the member's election, the rental fee may be retained from the deposit.

Optional Janitorial Service:

A One hundred dollar (\$100.00) janitorial fee is available for Clubhouse cleanup. This fee is payable in advance and is in addition to the deposit fee. Additional fees may be assessed if cleanup is excessive.

A rental fee will be imposed on all Clubhouse or Pool events per the following schedule:

<u>Number of People</u>	<u>Member (1st)</u>	<u>Member (After 1st)</u>	<u>Non-Member</u>
1-25	\$20	\$75	\$ 150.00
26-100	\$20	\$75	\$ 250.00
101-200	\$20	\$75	\$ 350.00

Pool Rental Fee

Open Hours: The standard one-dollar (\$1.00) per-guest fee is to be paid during regular pool hours. A Guest Form is to be filled out and signed by renting person/party and signed by an on-duty lifeguard. The fee is to be collected immediately by lifeguard or at another time if prearranged with the Office Manager. A fee for additional guards, if required, shall be assessed at the After Hours schedule below.

After Hours: Non-members shall pay an additional fee of seventy-five dollars (\$75.00) for the rental of the Pool in conjunction with Clubhouse rental. All members and non-members shall pay an additional hourly lifeguard fee of twenty-five dollars (\$25.00) per hour (subject to change), per lifeguard or as required by FESHA's pool management contractor per the following schedule:

<u>Number of People</u>	<u>Number of Lifeguards</u>
1-25	1 lifeguard
26-60	2 lifeguards
61-100	3 lifeguards
101 or more	4 lifeguards

"Number of People" guideline is based on TOTAL party attendees NOT estimated "swimmers." Please note that one (1) additional lifeguard is required for any party involving teenagers, college-age people, or alcohol. The renting person/party must also provide one chaperone for each ten people at a teenage or college-age party. The renting person/party will be billed for any additional time the lifeguard(s) must spend cleaning up after a party.

The parties stipulate that the renter is solely responsible for any damage to the Clubhouse and/or Pool facility(s) and the cost of cleanup, if the Clubhouse and/or Pool facility(s) is not restored to its original condition. Damage assessment will be based on cost of replacement and/or repair. Further, the parties stipulate in any action to collect for property damage and/or cleaning expenses that FESHA shall have the right to be reimbursed for its attorney fees, court costs and a pre-judgment interest at a rate of eighteen (18) percent per annum

Renter _____

Non-Member/Sponsor _____

Description of Event:

Date of Event _____ Hours of Event _____ to _____

Clubhouse Rental _____ Clubhouse and Pool Rental _____ Pool Rental _____

Number of People _____ Number of Open Hours Pool Guests _____

Acceptance:
I have read and understand and agree to abide by all rules, regulations and requirements of the Foxcliff Estate South Clubhouse and/or Pool Rental Policy.

Signature Printed Name Date

Address Home Phone Work Phone

Authorized Foxcliff Signature

To be Completed by Office Manager or authorized FESHA member:

\$ _____ Deposit Received _____ Date _____ Check number _____ Deposit Date _____

\$100 Optional Janitorial Service Received _____ Date _____

Rental Amount Received \$ _____ Date _____ Check number _____ or Retain from Deposit _____
(Initials)

Number of Lifeguards Needed _____ Lifeguard Fees \$ _____ Date fees sent to vendor _____

Damage Assessment \$ _____ Date _____ (inspection sheet attached)

Additional Pool Assessment per vendor \$ _____ Date _____

Cancellation Fee \$ _____ Date _____ Check number _____

DEPOSIT RETURN: Date _____ Check Number _____ Amount \$ _____

Questions regarding any of the above information should be directed to the Foxcliff Estates South Office Manager, Monday, Wednesday through Friday, 8:30 a.m. to 1:30 p.m. (765) 349-9744.