



Foxcliff Estates South Clubhouse and or Pool Rental Policy

The Foxcliff Estates South Clubhouse and Pools are assets of the Foxcliff Estates South Homeowner's Association (FESHA). As such, they may be rented separately or simultaneously by the following: Foxcliff Estates South members, Foxcliff Estates South Associate members, Foxcliff Estates North residents, or others on a first come, first served reserved basis.

Please be advised that Foxcliff Estates South Homeowners Association, Inc. (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 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:

A resident/member shall mean members of the Foxcliff Estates South Homeowner's Association Inc. in good standing as defined in FESHA Covenants and Restrictions and Foxcliff Estates South Associate Members who are current in their dues as members of the Clubhouse, Tennis Court, and Pools and are 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.

All reservations shall occur through the FESHA Office Manager.

The renting person/party shall be in attendance during the entire event and declare in writing for what purpose the facility is being rented. The renting person/party will be liable and responsible for all deposits, rentals, and damages. A checklist form will be completed by the renting person/party at the beginning and end of their event. If damage is noted prior to their event pictures of the damage are to be turned into the FESHA office along with the checklist.

The interior of the Clubhouse and Pool area has been declared non-smoking. Smoking will not be permitted at any time for any reason. State Law prohibits smoking within eight feet of any entrance on the building. Failure to comply with this rule will result in automatic surrender of the security deposit and possible suspension of Clubhouse use.

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 will result in the loss of your deposit. Existing hardware pre-installed on the woodwork may be used for decorating purposes.

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 Foxcliff South Pool Policies and Procedures are to be adhered to at all times.

The renting person/party shall be responsible for completing the Check List for Clubhouse Rentals. The entire deposit will be withheld until this document has been completed and turned into the office **and forfeited if not completed prior to following rental.**

The renting person/party shall be responsible for cleanup. A floor 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. Failure to do so will result in a **minimum \$100.00 clean up fee.**

Pool rental is to be arranged through the Office Manager who shall coordinate with Indiana Pools and Spas Inc. 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. As a courtesy, lifeguards should be informed in advance of an “open-hours” pool party.

A five hundred dollar (\$500.00) deposit will be 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 six hundred and fifty dollar (\$650.00) deposit will be required in order to reserve a date for use of the Clubhouse and or Pool. The deposit must be submitted along with associated paperwork to reserve the facilities. The reservation is not held or protected until all requirements have been submitted. A fee of seventy-five dollars (\$75.00) shall be collected for any cancelled reservation within **forty-eight hours (48) of reserved date.**

Clubhouse Fee Schedule - Members \$75.00 Non-members \$150.00

Optional Janitorial Service- a one hundred dollar (100.00) janitorial fee is available for clubhouse cleanup. This fee is payable in advance with the deposit fee. Additional fees may be assessed if cleanup is excessive.

Pool Rental Fee – Open Hours, The standard one dollar (\$1.00) per-guest fee is to be paid during regular pool hours. After Hours Nonmembers shall pay an additional fee of seventy five dollars (\$75.00) for the rental of the pool in conjunction with a Clubhouse rental. If renting the Pool area alone a fee of (\$100.00) will be assessed. Depending on the number of people the current hourly lifeguard fees of twenty five dollars (\$25.00) per hour will apply.

Number of People	Number of Lifeguards
1-25	1
26-60	2
61-100	3
101 or more	4

The “Number of People” guideline is based on the TOTAL party attendees not the estimated “swimmers”. Please note that one additional lifeguard is required for any party involving teenagers, college age people, or alcohol. The renting person/party must also provide on chaperone for each ten people at a teenage or college age party. The renting person/party will be billed of any additional time the lifeguard 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 the association shall have the right to be reimbursed for its attorney fees, court costs and a prejudgment interest at a rate of eighteen percent (18%) per annum.

Clubhouse rental and Covid19

FESHA has decided to make the clubhouse available for rent again. This decision was based upon Indiana's soon to be relaxed Covid19 mandates, the increasing number of people being immunized and the decreasing infection rate for Morgan county. It is our best guess that the situation will continue to improve and that small gatherings can be relatively safe. However, it is important to note that we are still in the midst of a pandemic and that masks and social distancing are still recommended, especially if high risk individuals might be present.

Please be aware that if conditions should change such as, but not limited to, a new surge in infections, more restrictive governmental policies or the unwillingness of renters to observe basic safety measures, the FESHA Board of Directors reserves the right to reverse this decision to rent the clubhouse. This is a risk you take renting the clubhouse under the current circumstances. If this should occur, we will return deposits, but cannot be responsible for any other losses, since the changing conditions would be entirely beyond our control.

Also note that it is impossible to deep clean the facility between multiple weekend rentals. Hand sanitizer is available throughout the building and we recommend its frequent use. Also, please be considerate of others and wipe down frequently touched surfaces when you leave.

Renter's Name _____

Resident Yes No Lot Number _____

Description of Event _____

Date of event _____ Estimated Attendees _____

Clubhouse Only _____ Clubhouse and open hours Pool _____ After Hours Pool Rental _____

After hours pool time _____ To _____

Optional Janitorial Services Yes No

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 _____

Address _____

Phone _____ Today's Date _____

Authorized Foxcliff Signature _____

After Hours Pool Rental Number of Lifeguards Needed _____ Total Lifeguard Fee _____
\$25.00 per hour times number of Guards Date Fees sent to Indiana Pools & Spas _____

Pool Rental Fee _____

Optional Janitorial Services Fee _____

Deposit Required 500.00

Total due one week prior to rental

Date received _____ Check Number _____ Total Received _____

Refund Information Total Paid _____

Less Rental Fee \$75.00 Resident \$150.00 Non resident _____

Cleaning Fee \$100.00 _____

Less After Hours Pool Rental Fee \$100.00 & Lifeguard fees _____

Less Damage Assessment Clubhouse _____

Pool _____

Less Cancellation Fee _____

Total Deductions _____

Refund Amount _____

Was Check list completed Yes No

Questions regarding any of the above information should be directed to the Foxcliff Estates South Association Manager
Monday thru Friday 11:30 AM to 3:30 PM

Check List for Clubhouse Rentals

Please review the below listed issues prior to and after use of the Clubhouse.

Printed Name _____ Lot Number _____ Date Rented _____

Before Use			After use	
Item	OK		OK	
1		Floors Clean Upstairs		Floors Clean Upstairs
2		Floors Clean Downstairs		Floors Clean Downstairs
3		Kitchen Clean		Kitchen Clean
4		Kitchen dishes put away		Kitchen dishes put away
5		Kitchen Dishwasher empty		Kitchen Dishwasher empty
6		Bathrooms Clean		Bathrooms Clean
7		Bathroom Supplies		Bathroom Supplies
8		All Decorations Posters have been removed		All Decorations Posters have been removed
9		No Marks on walls		No Marks on walls
10		Tables and Chairs put away		Tables and chairs put away
11		Fireplace tables and Chairs put away		Fireplace tables and chairs put away
12		All appropriate lights have been turned off		All appropriate lights have been turned off
13		Trash has been removed		Trash has been removed
14		All Doors Locked		All Doors Locked

If you find any issues with the building prior to use please take pictures, and describe below.

Signature of Renter _____

Please complete this form and slide under the Office Managers door or put in the drop box with the keys.