



Dear Resident,

This letter is in response to your request to rent the Westwood Farms Clubhouse on

Enclosed, you will two separate documents for your review and completion. Please return these documents to PO Box 360301, Strongsville, Ohio 44136

Clubhouse Rental Agreement

- Please read both sides carefully, complete, sign, and return to me the white page, along with payment, payable to Westwood Farms Homeowners' Association. Note that the check must be drawn on the personal accountant of a resident.
 - Rental Fee Check - \$150.00

Release from Liability and Agreement to Indemnify

- Please complete, sign, and return to me.

The rental of the clubhouse does NOT constitute the rental of the pool. If you are having a pool party, it is your responsibility to arrange and pay, separately, for the required lifeguards through Metropolitan Pools. They can be reached at 216.741.9451. During the pool season, pool parties can begin at 5:30pm.

Sincerely,

Brian Jungeberg, Trustee
440.590.0140

Westwood Farms
Homeowners' Association

P.O. Box 360301
Strongsville, Ohio 44136
(440) 878-9052
www.westwoodfarms.org

HOMEOWNERS
P. O. Box 360301
Phone: 440-878-9052



ASSOCIATION
Strongsville, Ohio 44136

Club House Rental Agreement

RENTAL DATE: _____ DAY OF WEEK: _____

Rental Rate: \$150 Summer: Lifeguards for pool parties-billed to you from Metropolitan Pools

Resident's Name (please print) _____

Residents Home Address _____

Home Phone _____ Daytime Phone _____

Specific Purpose of Rental _____

Expected Number of Guests _____ (Maximum 70 people by local Fire Code)

Alcohol Service? No Yes - complete as indicated:

Provided and served by homeowner and guests. (Refer to Liability Release)

Vendor _____ Liquor License # _____

(Summer Note: Alcoholic beverages may NOT be taken outside of the main party room. It is the responsibility of the resident renting the facility to inform their guests and enforce this policy. No glass is allowed in the pool area. Lifeguards have full authority and their decisions are final in this matter as a safety precaution).

EVENT TIME: Begins at: _____ am/pm Ends at: _____ am/pm

(Music MUST end by 12:00 a.m. and event MUST end by 1:00 a.m. All cleanup is to be completed by 2:00 a.m. Everyone must be out of the building no later than 2:00 a.m. No Exceptions).

NO Pool Use Summer Rental: End Pool Use at _____ p.m.

(NOTE: During the pool season, pool use may begin at 5:30 p.m. Homeowner association residents and family members will still be using the pool at this time. Rental guests must share with residents during open swim time. Guests may not take over the pool or encourage Westwood Farms' residents to leave. Lifeguards have been given the full enforcement authority as representatives of the association trustees).

FOOD /ENTERTAINMENT VENDORS: No

Vendor _____

Vendor _____

Yes - complete below

Phone _____

Phone _____

I have read and fully understand the terms and conditions for the rental of the Westwood Farms Club House and facilities as set forth on BOTH SIDES of this document and agree to same. I also understand that failure to adhere to these terms will result in a partial or complete forfeiture of my deposit, as determined by the association trustees.

Resident/Homeowner Signature

Date

Association Representative/Agent



RELEASE FROM LIABILITY and AGREEMENT TO INDEMNIFY

Westwood Farms Homeowners Association

This agreement is made on _____, 20____ in the City of Strongsville, Cuyahoga County, State of Ohio.

The parties to this agreement are _____, a resident of

Westwood Farms residing at (address) _____, in the City of Strongsville, Cuyahoga County, State of Ohio, hereinafter called "INDEMNITOR," and the Westwood Farms Homeowners Association, of P.O. Box 360301, City of Strongsville, Cuyahoga County, State of Ohio, hereinafter called "INDEMNITEE," as owner/agent of the Recreation Facility.

In consideration for the use of the Recreation Facility, building, equipment or appurtenances thereto on _____, 20____ at a cost of \$ 150.00, it is hereby agreed that:

1. Indemnitor is fully aware that there may be risks and hazards unknown to Indemnitor and elects to voluntarily rent the Recreation Facility and accepts the facility and all equipment thereon in its present condition without representation or warranty by Indemnitee. Indemnitor agrees to engage in activities knowing that hazardous conditions may exist or may become hazardous during the course of said rental of facility. Indemnitee shall not be liable, and Indemnitor waives all claims against Indemnitee, trustees or agents, for injury or damage to persons or property sustained by Indemnitor or any guest or occupant of the building on the demised premises or the premises itself, resulting from (a) any part of the building, equipment, or appurtenances on the demised premises in need of repair, (b) any accident in or about the premises, or (c) any injury or damage resulting directly or indirectly from any act or negligence or any occupant of the building or any other person.
2. Indemnitor accepts full responsibility for all actions of any guests, invitees, attendees or employees while on demised premises. Indemnitor shall assume all liability for any injury or damage that may arise from any accident that occurs in front of the demised premises, or in, on or about the demised premises in any areas under the control of Indemnitor. Indemnitor shall indemnify Indemnitee against all claims filed by parties injured or damaged by an accident as provided herein. This agreement covers and constitutes a period of 24 hours before, during, and 24 hours after an event for which the facility was rented by Indemnitor and includes all persons or entities that participated in the event in any way.
3. Indemnitor shall indemnify and save harmless Indemnitee against all claims arising from the conduct or management of, or from any work or thing whatsoever done in or about the demised premises or any building or structure thereon or the equipment thereof, arising from any condition of any street, sidewalk, curbs, pool or parking area adjoining the premises appurtenant thereto, arising from any act or negligence of Indemnitor or any of his agents, contractors, or employees, or arising from any accident, injury, or damage whatsoever, however caused, to any person or persons or to the property of any person, persons, corporation, or corporations, occurring during such term of usage on, in, or about the demised premises or on the streets or sidewalks adjacent thereto. Indemnitor shall clean and restore the facility to its condition before rental and return possession to Indemnitee. Nothing in this agreement shall prevent Indemnitee from seeking relief or compensation for damages above and beyond the rental fee.
4. Indemnitor may serve alcohol on premises and agrees to do so in accordance with all Federal, State and Local laws and shall assume full liability in serving alcohol to guests and attendees. Indemnitor shall release, hold harmless and indemnify Indemnitee from all liability for any injury or accident resulting from any cause, including known or unknown dangers, including but not limited to acts of nature, intentional or negligent acts, of guests, attendees or third-parties on the way to the event, during, and on the way from the event as it pertains to any claim for loss, damages or injury.
5. Indemnitor shall also indemnify Indemnitee against all claims, demands, causes of action, suits, judgments, including expenses incurred in connection therewith, for death or injuries to persons or for loss or damage to property arising out of or in connection with the use and occupancy of the demised premises by Indemnitor, his agents, employees, or invitees. In the event of such claims made or suits filed, Indemnitor shall give Indemnitee prompt written notice thereof. Indemnitor has signed this agreement freely and voluntarily without inducement, assurance or any guarantee by Indemnitee.



Westwood Farms Clubhouse Rental Guidelines

1. **Setup for your rental may be done after 7:00 am the day of your event**, unless approved in advance. **Parties must end by contract time**. Guests, except those directly involved in cleanup, must leave at that time. After lifeguards have closed the pool, it is still dangerous. Stay inside. Your guests should not be in the pool or deck area. Cleanup **must** be completed before you leave, as clubhouse must be ready for rental the following day.
2. Westwood Farms enjoy a beautiful party facility. You are an owner, and we ask that you treat this facility with respect. Please review this entire document so you understand what is expected, even if you have rented before. **We suggest you pay special attention to item #10 about your liability. Our goal is to have a problem free rental with you, but we will not hesitate to charge for damages, if necessary.** We appreciate residents who do a nice job of cleaning up after rentals.
3. Ten round tables (60") are stored in front storage room and must be stored top/top and leg/leg as you find them. 3 rectangular serving tables (30"x 6' long) are stored with folding chairs. Please be careful when setting up and taking down not to damage the doors or frames of the storage rooms. **Adults only** should move equipment. Round tables can be rolled on the carpet. Damage to walls or carpet (including spills, spatters & stains) will be charged against your account.
4. **You must sweep all floors using the dust mop after your rental. The dust mop is in the storage closet in the men's restroom and the code for the door is 6459.** If you have a large spill of dry goods, please use the vacuum located in coat room to clean that up.
5. **You must mop ALL flooring AFTER you have dust mopped.** Mop, bucket, and cleaning solution found in storage closet in men's restroom, again that code is 6459.
6. **Bathrooms are to be cleaned by the renting resident.**
7. Do **NOT** throw objects or play catch in party room.
8. Do **NOT** attach anything to ceiling fans.
9. Do **NOT** stand on chairs or tables. ***Do not run and slide on carpet or drag tables as burn marks will result. Candle wax, glitter and use of small Mylar cut-outs all require special professional cleaning, and you will be charged to extract materials from carpet.***
10. You must remove **ALL** trash and garbage from the main party room, kitchen, lobby, and bathrooms. Please throw all trash away in the dumpster in the parking lot to the far end of the tennis courts. Wait until cleaning is done so trash is not dumped in cans without liners. Do **not** set trash bags on the floor in the lobby while cleaning, as bags may leak on the carpet. Set bags outside front door for transit. Remove **ALL** decorations and fasteners (tape, etc) **from tables & chairs**. Attach decorations **ONLY with masking tape or command strip(s) tape**.



Cleaning supplies (cleanser, soap, sponge, etc.) are found under the kitchen sink. You do need to leave new trash can liners in the cans when you leave.

11. Clubhouse has a **security system with fire and smoke detection sensors**. Smoke in facility will set off alarm and bring Fire Department. DO NOT touch system control panel by front door at any time. **Should fire alarm be triggered by smoke, call Strongsville Fire Department at 440-238-7333 from cell phone to cancel emergency.**

12. Cleaning should be done in less than 90 minutes after party ends and everyone should leave immediately. *Set air conditioning up to 75 degrees and ceiling fans off. Turn off all lights and make sure all outside doors are closed and locked.*

13. Renting resident MUST be present during entire event and is responsible for guests and their conduct while they are visiting the Westwood Farms clubhouse. Situations requiring a response by Strongsville Police are subject to investigation and review by association trustees **and may result in partial or complete forfeiture of security deposit.**

14. Smoking is **NOT** permitted anywhere inside the building or pool deck area. Damage from cigarette burns will be charged against your account. ALL cigarette butts must be cleaned up.

15. **Trustees require clubhouse to be returned in the same condition as delivered. You must completely clean the floor, because you do not know where your guests' dropped crumbs that ants will come to find. Chairs and tables must be stored and stacked as you found them when you arrived. Your rental cost does NOT include cleaning services after your event. Residents must clean the facility so it is ready for the next rental, or your account will be charged.** If our inspection after your event finds that cleaning was not done properly or there is damage, two trustees will review conditions and you will be charged a **minimum of \$200**. Because the clubhouse must be ready for the next rental, cleaning is performed on your behalf and at your expense. If you do your part and return the building as it was when you arrived, all will be well. Summer air conditioning should be left set at 75 (keep humidity out). Renting resident is responsible to the full extent for any and all damage to clubhouse or equipment.

16. An AED (Automated External Defibrillator) is located in the women's restroom for emergency use. If you have an emergency, first call 911 for Strongsville Fire & Rescue. Then use AED unit.

If you have any questions, please contact Brian Jungeberg, Trustee, at 440.590.0140



Westwood Farms Clubhouse Rental Access

1. You will access the clubhouse, starting at 7am, on the day of your rental, by utilizing the assigned key fob for your household.
2. **The front door will automatically unlock the first time you touch your fob to the front door sensor and the door will remained unlocked until 12:00am, at which time it will automatically relock.**
3. If you leave the clubhouse before 12:00am, please let Brian know via text or call, to let him know that you have vacated, so we can relock the clubhouse.
4. Interior doors at the clubhouse will already be unlocked so that you can access the tables, chairs, cleaning supplies, etc.
5. Due to #2, please refrain from leaving valuables unattended in the clubhouse the day of your rental. Westwood Farms HOA is not responsible for lost or stolen items.

If you have any questions, please contact Brian Jungeberg, Trustee, at 440.590.0140