

Liberty Glen Amenities, Inc. Clubhouse Rental Agreement

The Clubhouse located at 5929 Vicksburg Drive, Indianapolis Indiana, can be rented for meetings and social events. Clubhouse rental does not include the rental of the swimming pool area, volleyball courts, tennis courts, or picnic shelter. Clubhouse rental is available only to owners/tenants of Liberty Creek North (LCN), Liberty Creek South (LCS) or Stratford Glen (SG). The Clubhouse is managed by:

PMI Meridian Management
PO Box 44127
Indianapolis IN 46244
Telephone: (317) 262-4989

Reservation/Rental Contact:
Kristen Geroff, Clubhouse Manager
Email: libertyglenclubhouse@gmail.com

Contact the clubhouse manager at libertyglenclubhouse@gmail.com to verify availability, make arrangements to review/accept the rental agreement, and pay fees required to reserve the clubhouse.

RENTER INFORMATION

Name _____ **Homeowner Property Address (SG, LCS, or LCN)**
(_____) _____
Telephone Number (Area Code) XXX-XXXX **Email address**

Event Type

Event Date _____ **Start Time** _____ **am/pm** _____ **End Time** _____ **am/pm**

Number of Guests: _____ Must comply with current Marion County COVID-19 mandates for meeting size.
Must not exceed 130 persons as determined by Indiana State Safety and Fire Codes.

CLUBHOUSE RENTAL TERMS AND CONDITIONS

1. RESERVATION

Upon verification of the requested date and homeowner fees being current, the Clubhouse will be reserved for the date requested. The applicable rental fee (see below - 2. Rental Fee) is required to secure the reservation.

2. RENTAL FEE

Rental payment (check or money order) must accompany completed rental agreement.

Monday through Thursday fee is \$150.00;
Friday, Saturday, and Sunday fee is \$175.00.

3. SECURITY DEPOSIT

A security deposit of \$200.00 must be paid by (Date): _____

Payment for the security deposit in the amount of \$200.00 must be paid a minimum of two (2) weeks prior to the event date or reservation will be cancelled. Security Deposit payment made two weeks prior to the event date must be in the form of a cashier's check or money order.

4. PAYMENT

- a) Make checks and money orders PAYABLE TO: LIBERTY GLEN AMENITIES, INC.
- b) \$30.00 NSF (Non-Sufficient Funds) charge will apply to all returned checks.

5. CANCELLATIONS

Cancellation of a reservation must be made no later than ten (10) business days prior to the event date or the rental fee will be forfeited.

6. REFUNDS

Any refund due to the renter will take a minimum of four (4) weeks from the date of the contracted event date or cancellation.

7. INSPECTIONS

Meridian Management's representative reserves the right to inspect the Clubhouse during the event to ensure compliance to the terms stated in this agreement. Attachment A of this agreement, Clubhouse Rental Receipt and Inspection Log, shall be completed during pre- and post- inspections.

Pre-Inspection – It is the renter's responsibility to inspect the Clubhouse with management before the event at the time of key pick up and to report any abnormality (damaged chairs, tables, etc.) and indicate conditions on the Inspection Log during a walk thru before the event.

Post-Inspection – The renter is required to attend the check-out inspection with management and complete the Inspection Log. The post-inspection time, generally within 24 hours of the rental event, will be arranged at the pre-inspection. Security deposit refund amount will be determined at this time.

8. KEYS & ACCESS

- a) Renter must schedule a date and time for key pick up and pre-inspection with the Reservation/rental Contact.
- b) Under no circumstance is the key to be loaned, given to others, or duplicated.
- c) The key must be deposited in the office drop box located to the left of the main door immediately at the end of your event.
- d) You may not keep the key until the next day or leave it anyplace other than the KEY drop/Suggestion box beside the main door of the Clubhouse.
- e) Failure to place the key in the drop box at the end of your event will result in an additional fee of \$25.00 per day being deducted from your security deposit.
- f) If the key is not returned, all locks will be rekeyed and the renter will be responsible for the charges incurred with the re-keying as well as the \$25.00 per day penalty.
- g) Access to the Clubhouse may be taken no sooner than 10:00 a.m. on the day of reservation. If the policy is violated the renter will be assessed an additional day's rent.
- h) Failure to lock all interior and exterior doors when leaving the premises and/or failure to set the alarm shall result in a minimum of \$50.00 fee to be withheld from the security deposit.

9. CURFEW HOURS

- a) The Clubhouse must be vacated by 11:00 p.m. Sunday through Thursday and 12:00 a.m. (midnight) Friday and Saturday.
- b) Cleanup must be completed and all guests must have left the premises by curfew time.
- c) If the event continues beyond the agreed upon ending date and time, the renter will be subject to a \$100.00 penalty at the first thirty (30) minutes past curfew. An additional penalty of \$100.00 will be charged if persons remain on the premises at sixty minutes past curfew.
- d) Neighborhood Security Patrol Officers or the Marion County Sheriff's Department will inspect the premises near curfew and issue warnings of pending violation. Subsequent inspections will be performed at 30 minutes and 60 minutes past curfew. Anyone on the premises at 60 minutes past curfew will be escorted from the premises. Reports will be processed and all penalties will be assessed based on security reports.

10. EQUIPMENT AND SUPPLIES

- a) Clubhouse equipment and supplies may not be borrowed or removed from the building for private use.
- b) All items, tables, chairs, or other equipment brought to the building for use must be removed at the end of your event.
- c) Renter's leaving tables, chairs, or other items will be assessed a penalty not to exceed \$100.00 per day.
- d) The thermostat is preset by management and can be changed during the event to a comfortable temperature according to the season. When the event is ended, renter must re-set thermostat to 65 degrees in winter and 75 degrees in summer.

11. PARKING

Vehicles are to be parked in the parking lot near the Clubhouse and the recreation facilities. The street should only be used for overflow parking.

12. SNOW REMOVAL

In the event of a minimum 2" snowfall, Liberty Glen Amenities will clear snow and apply salt to the sidewalk in the parking area and leading to the clubhouse. The drive and parking area will be cleared and salted in the event of a minimum 3" snowfall. Salt will be made available during the winter months for renter's use.

13. RENTER RESPONSIBILITIES AND DUTIES

- a) The Liberty Glen Amenities, Inc. Board of Directors requires full compliance with the rules outlined below.
- b) The renter must remain at the Clubhouse for the duration of the rental period until all guests have departed and the premises are cleaned and prepared for the post-inspection.
- c) The Clubhouse can be reserved and rented only by homeowners/legal tenants (not just a resident) of Liberty Creek South (LCS), Liberty Creek North (LCN, and Stratford Glen (SG) HOA's.
- d) The Clubhouse may not be rented by a homeowner/legal tenant for a non-resident even if the homeowner/legal tenant will be in attendance.
- e) The Clubhouse is not available for rental to business corporations or enterprises other than the Board of Directors of LCS, LCN, and SG.
- f) A household may rent the Clubhouse no more than one (1) day per month.
- g) The Clubhouse is not to be used by anyone for the purpose of indirect or direct monetary gain or profit.
- h) Any renter falsifying the use of the Clubhouse for any business transactions will be charged a penalty up to \$500.00 and a 1 year suspension of all rental privileges. The fine will be added as an assessment to the homeowner's HOA dues.
- i) If a violation or misrepresentation of purpose is determined prior to the event date, the Board may decline the signed rental contract.
- j) Clubhouse renters may subcontract/pay for services rendered to their event including but not limited to bands, caterers, speakers, teachers, and security guards.
- k) At least four (4) parents must be present at all times during a youth event.

14. GRILLS

All kinds of open flame (charcoal and/or gas) cooking systems are strictly prohibited for use in and around the clubhouse.

15. ACTIVITIES

- a) The renter expressly agrees that the Liberty Glen Board of Directors is not responsible for the activities of the renter while using the Clubhouse.
- b) The renter represents and agrees that the Clubhouse and its facilities shall not be used for any illegal, immoral, offensive, or annoying purpose.
- c) The Liberty Glen Board of Directors, Meridian Management Corporation, and its employees and volunteers are not responsible for any items lost, misplaced, or stolen by the renter and/or their guests.

16. SIGNS/DECORATIONS

- a) Signs, posters, decorations, and similar matter may only be affixed to the cork strips above door jams.
- b) Nothing is to be hung on painted surfaces in any manner (i.e. tape, staples, push pins, etc.). If anything is affixed to the walls or ceilings, the entire security deposit shall be withheld. Decorations and adhesives on tables must be removed. Failure to remove decorations, signs, posters and similar matter shall result in a minimum of \$25.00 being withheld from the security deposit.

17. ALCOHOLIC BEVERAGES/SMOKING/CONTROLLED SUBSTANCES

- a) No alcoholic beverages or controlled substances may be served, consumed or used in and around the Clubhouse or surrounding common areas.
- b) The sale of alcoholic beverages or controlled substances in or around the Clubhouse is strictly prohibited.
- c) No smoking is allowed inside the building; sand urns are available outside the facility for smokers.

18. PETS

NO pets or non-service animals of any kind are permitted in the Clubhouse at any time.

19. CLEAN-UP

- a) Renter agrees to leave the facilities in the same condition as when the renter took possession of the facility. Vacuum, mop, cleaning supplies, and trash bags are provided in the supply closet located next to the kitchenette area. Renter is responsible at a minimum but not limited to:
- b) Wipe clean the kitchenette and bathroom counters and sinks
- c) Wipe clean the tables and end tables
- d) Pick up debris in the restrooms
- e) Mop entire party room and foyer
- f) Return all furniture to its original placement per diagram/photos posted on inside of supply closet door.
- g) Clean any/all spills. Includes wiping clean and removing all items from microwave, refrigerator and freezer (including ice)
- h) Remove trash from the building, including restrooms. All trash must be bagged and taken home by the renter. Renter may not leave trash at the curb of the Clubhouse or any receptacle located near the Clubhouse, picnic, playground or common areas.
- i) Remove all outdoor signs.
- j) Turn off all lights, lock all doors securely, and set the alarm.

20. DAMAGES

The renter agrees to be responsible for any damages caused by the use of the Clubhouse by their guests and to indemnify and hold harmless the Liberty Glen Board of Directors and Meridian Management Corporation, including Meridian Management agents, for any and all liabilities or damages which may arise or result from the use of the Clubhouse and its facilities by the renter. In the event that the Liberty Glen Board of Directors shall be called upon to pay any damages as a result of the renter's use of the Clubhouse and the surrounding area,

- a) The renter agrees to defend such action, or to indemnify for its defense, including attorney's fees.
- b) The renter understands and agrees that any damages will result in a loss of a portion or all of the security deposit. In the event of incurred damages, the security deposit will not be returned until any and all damages have been repaired or replaced.
- c) If damages exceed the security deposit, the renter will be billed the difference. If not paid within 30 days, the Board at its option can place a lien on the renter's property, or take legal action to collect damage costs.

21. CONFLICT RESOLUTION

Whenever a requested use of the Clubhouse and its facilities appears to conflict with the intended uses or purposes of the Clubhouse, the rental request will be referred to the Board of Directors whose decision is final. The Board of Directors has the right to refuse any rental.

22. COVID-19 NOTICE

Liberty Glen Amenities, Inc. and its business partners cannot guarantee this facility to be COVID-19 free. The following recommended guidelines are posted in the clubhouse foyer and apply to the renter and guests at any/all events:

- a) Do not enter this facility if you have a cough, fever, or other symptoms.
- b) Maintain at least six (6) feet between you and any other people who are not part of your immediate household.
- c) Wear a face covering.
- d) The DANGER of contracting COVID-19 exists if you choose to enter this facility.
- e) You are responsible for washing your hands as well as any object/s you bring to this facility.

CLUBHOUSE RENTAL AGREEMENT ACCEPTANCE

I affirm by my signature as the homeowner/legal tenant of the property address on page 1 of this agreement that I have read, understand, and agree to comply with the Clubhouse Rental Terms and Conditions. I understand that any abuse of the Clubhouse or violation of this agreement may result in the loss of the security deposit and/or Clubhouse privileges in the future. I further give my permission to an LGA representative to verify that all monies due the HOA for my property address are paid in full.

Renter Signature

Date

Printed Name

I have verified that homeowner fees are current. The clubhouse is reserved for the date requested.

Clubhouse Mgr. / Property Mgr. Representative Signature

Date

Attachment A

Liberty Glen Amenities, Inc. CLUBHOUSE RENTAL RECEIPT and INSPECTION LOG

Event Date: _____

Renter Information:

Contact Information:

Name

(____) _____
Telephone Number (Area) XXX-XXXX

Street Address

Email Address

*Renter must inspect the Clubhouse with Manager **Before Event** at time of key pickup and inspect at **Check Out** when key is returned. Confirm inspections by placing initials in the designated boxes provided below. Note any abnormalities. Reverse side of form may be used for additional comments.*

| | <i>Before Event</i> | | <i>Check Out</i> | |
|--|---------------------|--------|------------------|--------|
| | Mgr. | Renter | Mgr. | Renter |
| KITCHEN - Sink, Microwave, Countertop, Refrigerator Clean any/all spills, wipe clean, remove all items (including ice) | | | | |
| FURNITURE – Return to original placement per chart | | | | |
| FLOORS – Sweep and mop entire party room and entryway | | | | |
| WALLS - Tape, staples, push pins, signs, posters, etc. | | | | |
| TABLES & CHAIRS - Decorations, adhesives, etc. | | | | |
| M BATHROOM – Remove trash, wipe down counter tops | | | | |
| W BATHROOM – Remove trash, wipe down counter tops | | | | |
| OUTDOOR SIGNS – Remove all outdoor signs | | | | |
| THERMOSTAT Reset at event end: Winter: 65 - Summer: 75 | | | | |
| TRASH - Bagged and removed by renter | | | | |

Key Issue Date: _____ **Key Return Date:** _____

RENTAL FEE – Must accompany completed rental agreement. Cancellations must be made ten (10) days prior to the event or the rental fee will be forfeited.

Date: _____ **CK/MO#** _____ **Rental Amount:** _____

SECURITY DEPOSIT - Part or all of the security deposit may be withheld to satisfy damages or failure to comply with CLUBHOUSE RENTAL TERMS AND CONDITIONS.

Date: _____ **CK/MO#** _____ **Deposit Total:** _____

Comments: _____ **Retained:** _____

_____ **Return:** _____

Approved: _____ **Date** _____
Clubhouse Mgr. / Property Mgr. Representative

Attachment A

Security Deposit – Schedule of Fees

Part or all of the security deposit may be withheld in the amounts indicated on this Schedule of Fees to satisfy damages or failure to comply with CLUBHOUSE RENTAL TERMS AND CONDITIONS.

| I. Per Rental Agreement | Amount |
|---|----------------|
| Rental Fee - must accompany completed rental agreement | \$ 125.00 |
| Security Deposit - prior to event date (if less than 2 weeks, must be money order or cashier's check) | \$ 200.00 |
| Returned Check Charge | \$ 30.00 |
| Cancellation less than ten (10) days prior to event | \$ 125.00 |
| Failure to place key in drop box at end of event | \$ 25.00 |
| Failure to return key - re-key charges & \$25/day penalty (minimum re-key charges may vary) | \$ 200.00 |
| Failure to lock interior and exterior doors (minimum) | \$ 50.00 |
| Failure to set the alarm | \$ 50.00 |
| Failure to vacate by agreed upon time (up to \$200) first 30 minutes past = \$100.00; 60 minutes past an additional \$100.00 | \$ 200.00 |
| Leaving tables, chairs, & other equipment (up to \$100) | \$ 100.00 |
| Falsifying use of clubhouse for any business transactions – in addition to a 1 year suspension of privileges | \$ 500.00 |
| Hanging anything on the painted surfaces - walls and/or ceilings <u>entire security deposit shall be withheld</u> | \$ 200.00 |
| Failure to remove decorations, signs, posters, etc. (minimum) | \$ 25.00 |
| <p><i>Note - If damages exceed the security deposit, the renter will be billed the difference. If not paid within 30 days, the Board has the option to place a lien on the homeowner's property and/or take legal action to collect damage costs.</i></p> | |
| II. Per Inspection Log: | |
| DAMAGES – | Amount* |
| WALLS - Tape, staples, push pins, signs, posters, etc. FULL DEPOSIT MUST BE FORFEITED / agreement | \$ 200.00 |
| TABLES & CHAIRS - Decorations, adhesives, etc. | \$ 25.00 |
| OUTDOOR SIGNS – Remove all outdoor signs. | \$ 25.00 |
| THERMOSTAT Reset at event end: Winter: 65 - Summer: 75 <u>NO EXCEPTIONS</u> | \$ 50.00 |
| CLEANING - | |
| KITCHEN - Sink, Microwave, Countertop, Refrigerator. Clean any/all spills, wipe clean, remove all items (including ice) | \$ 25.00 |
| FLOORS – Sweep and mop entire party room and entryway. | \$ 50.00 |
| M BATHROOM – Remove trash, wipe down counter tops. | \$ 25.00 |
| W BATHROOM – Remove trash, wipe down counter tops. | \$ 25.00 |
| TRASH - Bagged and removed by renter <u>NO EXCEPTIONS</u> | \$ 50.00 |
| FURNITURE – Return to original placement per chart | \$ 25.00 |
| PROFESSIONAL CLEANING – Forfeiture of full deposit to pay professional cleaners hired by Liberty Glen Amenities, Inc. | \$ 200.00 |

**Minimum amounts stated - Final amount(s) determined by Manager/LGA Board of Directors*