VILLAGE FARMS, INC. CLUBHOUSE RENTAL INFORMATION AND RULES NON-RESIDENT

453 E. Greyhound Pass Carmel, IN 46032 317-816-7010 office

Mail contract and check to: PO Box 717 Westfield, IN 46074

The information contained herein serves as an addendum to the RESERVATION FORM and (NON-RESIDENT) and RENTAL ACKNOWLEDGEMENT AND AGREEMENT, executed by the responsible party (also referred to as *renter or non-resident*) reserving or renting the Village Farms Clubhouse.

Non-resident renter understands and acknowledges that as a non-resident of Village Farms Homeowners Association, he must secure the sponsorship of a Village Farms resident homeowner/sponsor in order to reserve or rent the village Farms Clubhouse.

The **Village Farms Resident homeowner/sponsor** accepts and agrees to be bound by the rules set forth in the RESERVATION FORM (NON-RESIDENT) and RENTAL ACKNOWLEDGEMENT AND AGREEMENT along with the **non-resident renter**, to which both parties have affixed their respective signatures.

RULES

- 1. *Only adults* may rent the clubhouse.
- 2. *Common ground* and *pool* are *not* included in the rental of Clubhouse.
- 3. *All parties* related to children less than 21 years old, *must* have sufficient adult chaperones. Noise levels must be conducive to the neighborhood setting of the clubhouse.
- 4. Access to the facility: Renter is responsible to pick up key at the rental agent's residence at 104 Amkey Way (VF mailbox is on front porch) anytime after 10:00AM on date reserved or what is on agreement and must return key IMMEDIATELY AFTER THE EVENT and NOT LATER THAN 1:00AM. There are NO EXCEPTIONS!! Please put the key in the VF secure Mailbox mounted on the wall NEXT TO THE BACK DOOR (NEAR THE TENNIS COURTS), not in the regular mailbox.

Closing time for all parties/events is 1:00AM.

Late Key Charge = \$25 deduction from security deposit.

Lost Key Charge = \$150 deduction from security deposit.

- 5. *Circular Drive-Upper Level Access*: There is *NO PARKING* allowed on circular drive. This drive is *only* for set-up, clean-up or handicapped access. *All vehicles must* be moved off the drive as quickly as possible.
- 6. **Decorations** should be kept to a minimum and, on upper level, be confined to the main banquet room, sitting room, and the room adjoining the kitchen where there are tack strips around the perimeter of the room. (All other areas bathrooms, foyer, hallway, and kitchen should not be used for display of decorations, as there are no tack strips.) Use only pushpins or tacks when attaching items to the tack strips and painter's tape to secure other

- decorations. **DO NOT USE ANY NAILS, STAPLES OR DUCT TAPE** on walls or furnishings. A six-foot tall stepladder is available in the upper level storage area for decorating assistance. **IT IS STRICTLY FORBIDDEN** to use any mechanical fastening devices such as staplers or nail guns. Any evidence that **renter** has used this type of device will result in a damage assessment to the renter and be deducted from the security deposit.
- 7. *STRICTLY FORBIDDEN*: tobacco products of any kind (chewing, pipe, cigar, cigarette, etc.), rice, birdseed, hay, straw, substances of an illegal nature or any materials or practices that would be considered dangerous, explosive, flammable or harmful to you, your guests, or the building you are renting.
- 8. *Do not move/exchange any furniture* (folding tables, chairs, couches, etc.) from either of the upper or lower levels *or* move furniture to an outside location.
- 9. *All tables* used for purposes of food service or arts and crafts *must* be covered with appropriate tablecloths or linens to protect the furniture.
- 10. CLEANUP: When the function is over, all furniture must be cleaned and put away in the order it was found. The renter should take special precautions to remove all tape, gum, wax, etc., from the tables, chairs, or other surfaces prior to vacating the clubhouse. All trash, decorations, food, beverages and supplies associated with your function, including the bathrooms, MUST BE REMOVED from the rented level(s) and placed in the main dumpster (by the tennis courts parking lot) before vacating the clubhouse. If the renter does not remove these items, management will charge the renter additional labor to remove these items and will deduct these charges from the security deposit.
- 11. **There** are two (2) thermostats on the upper level (1 in entryway hall, 2nd in main room); and one (1) on the lower level. **Renter should not set the air conditioning in the summer below 68 degrees, or warmer than 70 degrees in the winter. Renter** should reset the temperature upon leaving to 80 degrees in the summer, and 60 degrees in the winter. Please leave the fan switch in the **AUTO** position...**do not turn the fan into the ON position.**
- 12. *Upper level circuit breakers* are located in the kitchen closet: *lower level circuit breakers* are on the South wall.
- 13. *All* lights, fans, and vents should be turned off, windows and doors locked upon vacating the clubhouse. Security lights in the upper level hall will remain *ON*.
- 14. *No one with wet bathing attire* is allowed in the building at any time. Guests must be toweled "drip dry" before entering the clubhouse.
- 15. *MAINTENANCE PROBLEMS* (electrical, plumbing, heating-AC) may occur during your rental period. Please contact the current Clubhouse Contact person (Maureen Schriner 317-437-7876 emergency only). *Renter* is accountable for all damages that occur during and immediately after the rental period. If there is a problem, the *renter* must make "live" contact with a Village Farms associate before vacating Village Farms property.
- 16. *Village Farms, Inc.*, its directors, agents and employees are not responsible for any property (personal or otherwise) that is brought onto the clubhouse grounds by or on behalf of the *renter*, its agents, employees, or guests. The *renter* is responsible for securing the clubhouse, and its possessions, throughout the rental period. *Renter* allows all other persons onto the Village Farms property, during the rental period, at the risk or liability to the *renter*.

RESIDENT vs. NON-RESIDENT

The **RESIDENT** fee schedule is intended *only* for residents of Village Farms, for their own personal parties, meetings or events. **NON-RESIDENTS** are welcome to rent the clubhouse but will be subject to slightly higher rental fees. Non-Residents can only rent the clubhouse 45 prior to the rental date. Residents of Village Farms *should not* reserve the clubhouse for non-residents (corporations, friends, etc.) to secure the lower fee structure intended for residents only.

IMPORTANT: Please remember that reserving the clubhouse in your name subjects you to the full personal and legal liabilities for any and all activities, actions, and consequences of the event during and immediately after the rental period of the Village Farms clubhouse.

RENTAL PROCEDURE

A reservation for the clubhouse will be accepted and placed on the calendar, when the following items are completed:

1. One (1) check for the total of <u>security deposit</u> and <u>rental fee</u> made payable to: Village Farms, Inc.

•	Security Deposit:	Upper Level	\$150.00
		Lower Level	\$150.00
		Both Floors	\$150.00

The security deposit (which will be cashed) is to cover the cost of any damages or negligence associated with *renter* during the rental period. The deposit, in full or in part, will *not* be returned if furniture, carpet, appliances or any other part of the facility or its contents are damaged during, or as a consequence of the *renter* during the rental period; if the key is not returned immediately after the party/event, or is lost; or if the clubhouse is not left in the same condition as found before the rental period (no decorations, trash, etc.). The clubhouse will be inspected after the rental period, any damages noted and assessed, and the deposit, in whole or in part, returned to the *renter* within four (4) weeks of the rental date. Should damages exceed the deposited amount, the *renter* will be sent an invoice, which will be due upon demand.

Village Farms requires a Certificate of Liability Insurance in the amount of \$500,000. Village Farms also requires to be listed as an additional insured on the policy.

• Rental Fee: Upper Level \$400.00 Lower Level \$100.00 Both Floors \$500.00

2. Signed Rental Acknowledgement and Agreement: This agreement should be read and understood by the *renter* prior to signing the agreement. Once acknowledged, the Acknowledgement and Agreement should be signed by the *resident renter* and returned with the above-noted check to Maureen Schriner and deposited in the VF secure Mailbox mounted on the wall NEXT TO THE BACK DOOR (NEAR THE TENNIS COURTS), not in the regular mailbox or mail to PO Box 717 Westfield, IN 46074

CANCELLATION

A cancellation fee will be imposed, based on the timetable below, and deducted from the *security deposit* held for the *resident renter*.

- 30 days or more prior to the reserved date \$20.00 charge
- Less than 30 days prior to the reserved date \$50.00 charge
- Within 7 days prior to the reserved date **NO REFUND** rental fee \$100

INVENTORY (updated 9-18-20)

Upper Level: 10 - 5 foot round folding tables 80 - stacked chairs

10 – 6 foot long folding tables 40 - folding chairs 1 – small plastic table 1 speaker's podium

1 refrigerator 1 stove

1 microwave

Sitting Area: 2 sofas, 3 end tables, 2 lamps, and wall hangings

Lower Level: 4 - barstools 50 - stacked chairs

10–6 foot long folding tables 1 small refrigerator

3 – wooden folding tables

(Revised 9-18-20)