

CENTRAL SQUARE VILLAS *Procedure for Renting the Clubhouse*

Hours of Operation: 9:00am — 9:00pm

Maximum **Capacity: 38 People**

RESERVATIONS

Contact R&D Property Management of WNY, Inc. at (716) 688-2083, 550 Seneca Street - Suite 100 Buffalo, NY 14204, email: brandonp@rdmanagementofwny.com to make a reservation.

SECURITY DEPOSIT

Within five (5) days of making a reservation a one hundred dollar (\$100.00) refundable security deposit made payable to Central Square Villas Condominium Association must be received by the property management company or the reservation will become void.

CLUBHOUSE RENTAL FEE & AGREEMENT

A completed and signed Clubhouse Rental Agreement must be mailed, along with a fifty dollar (\$50.00) non-refundable rental fee, to Central Square Villas Condominium Association, to the property management company address listed above.

RELEASE AND INDEMNIFICATION OF ALL CLAIMS FORM

A signed Release and Indemnification of All Claims Form, along with any required Certificates of Insurance, must be on file with the property management company prior to event date.

CANCELLATION

If the reservation is canceled less than 48 hours prior to the event, a cancellation fee may be assessed. This fee will be deducted from the security deposit.

CHECKOUT LIST

A checkout list will be given to you with the rental agreement. This form should be accurately completed and returned the day following the event. The clubhouse must be left in "broom clean" condition with no damage, abuse or loss occurred to the property.

**Clubhouse may be available for meetings/groups. Please call management office for details.*

CENTRAL SQUARE VILLAS
Clubhouse Rental Agreement

REQUESTED BY: _____

PHONE NUMBER: _____ *Alternative (Work/Cell):* _____

ADDRESS: _____

TYPE OF FUNCTION: _____

DATE DESIRED: _____ 0 Partial Day (from _____ to _____) 0 Full Day

BUILDING TO BE UNLOCKED FOR GUESTS: 0 Yes (from _____ to _____) No

NUMBER OF PEOPLE ATTENDING: _____

WILL LIQUOR BE SERVED: _____

WILL ANY VENDORS BE HIRED: _____

SPECIAL ACTIVITIES: _____

This Agreement must be submitted to R&D Property Management of WNY, Inc. at, 550 Seneca Street - Suite 100 Buffalo, NY 14204 along with a fifty dollar (\$50.00) non-refundable rental fee. A hundred dollar (\$100.00) refundable security deposit is also required (if not previously submitted) to confirm your reservation. Checks should be made payable to Central Square Villas Condominium Association.

This Rental Agreement is granted and accepted upon the following covenants and conditions:

1. That Lessee (Unit Owner) agrees this reservation is for the main room and patio area of the clubhouse only. The bathroom facilities, pool and other common areas may be used in accordance with condominium regulations; however, Lessee will not have exclusive use.
2. That Lessee shall be responsible for cleaning the premises at the end of the rental period and restoring the premises to its original condition. Lessee acknowledges receipt of the attached Checkout List and Clubhouse Rules and Regulations.
3. That Lessee shall be responsible for and shall reimburse Lessor (Central Square Villas Condominium Association) for any damages to the premises during the rental period.
4. Lessee agrees that any amount due for damages or abuse above normal wear and tear will become an outstanding assessment against Lessee and will be treated as such.
5. Once payment is made, Lessee will be issued a permit to be prominently placed on the front double doors at the clubhouse during the rental period. Should the permit not be prominently displayed, it will result in a fine.

6. Should the Lessee permit or allow the use of any alcoholic beverages on the premises or common areas of Central Square Villas, Lessee shall provide Lessor with a Certificate of Insurance providing Personal Liability Coverage for not less than \$500,000 naming Central Square Villas Condominium Association as an additional insured. Insurance Certificate must be accepted by Lessor prior to event date.
7. Should the Lessee hire a vendor (caterer, party supplier) to be on-site during the rental period, the vendor must provide a Certificate of Insurance with Personal Liability Coverage for not less than \$500,000 naming Central Square Villas Condominium Association as an additional insured. Insurance Certificate must be accepted by Lessor prior to event date.

Central Square Villas Condominium Association assumes no responsibility or liability for loss or damage to the user's personal property (or that of his or her guests) and/or rental property. The person who signs the Clubhouse Rental Agreement is responsible for the Clubhouse and its contents until such time as the Clubhouse has been checked. In addition, this person, and all his/her guests using the common areas, as well as their legal representatives, shall agree to hold Central Square Villas Condominium Association, all other Homeowners and the property management company harmless from and against any and all damage and/or Injury (including death) relating to the usage of the Clubhouse and all other common areas.

I have read and understand the Clubhouse Rental Agreement, Clubhouse Rules and Regulations and Clubhouse Checkout List and will comply with all requirements.

Signature

Date

Address

Office Use Only

☐ \$50.00 RENTAL FEE

☐ \$100.00 SECURITY DEPOSIT

Check number:

Returned:

☐ RELEASE & INDEMNIFICATION ON FILE

☐ INSURANCE CERTIFICATES ON FILE

From:

CENTRAL SQUARE VILLAS

Release and Indemnification of All Claims

This is a release of liability and agreement to defend, indemnify and hold harmless. Please read thoroughly before signing.

The undersigned, in consideration of being allowed to use the Clubhouse and other common areas at Central Square Villas ("Association"), states and agrees:

1. I have read and agree to comply with all Clubhouse Rules and Regulations now in effect and any and all rules adopted in the future.
2. I shall be solely responsible for insuring that 1, all my guests or invitees know and abide by the Association's Rules and Regulations and this release.
3. Should I permit or allow the use of any alcoholic beverages in the Clubhouse or on Association property, I agree to provide a Certificate of Insurance with Personal Liability Coverage for not less than \$500,000 naming Central Square Villas Condominium Association as an additional insured.
4. All persons under the age of 21 are prohibited from consumption of alcohol in the Clubhouse or on Association property.
5. I acknowledge that the consumption of alcohol and other activities can be hazardous; that Injuries could result from accidents or negligence or carelessness of others; and I knowingly accept and assume all known and unknown risks in using the recreational facilities, for ourselves, family guests and invitees.
6. I hereby release and agree to defend, hold harmless and Indemnify the Association, the Board of Directors, owners, officers, agents, employees and assigns (collectively Association) from all future, foreseen and unforeseen actions, expenses, judgments, damages or claims of any kind, including attorneys' fees that may arise from or in connection with usage of the recreational facilities or other common elements, including personal injuries, either by me or my children, guest or invitees, even if said claim might arise from the negligence of the Association.
7. This Release shall bind me, my children, guests, invitees, heirs, successors or assigns.

Read this release carefully before signing and retain a copy for your records. Your signature acknowledges that you understand the release, believe it is fair and reasonable and agree to its terms.

You acknowledge, reviewed and approve of this release:

Signature

Date

Address

CENTRAL SQUARE VILLAS

Clubhouse Rules and Regulations

The Clubhouse is available to all homeowners of Central Square Villas for rental. The following rules and regulations are written to ensure protection of the investment that owners have made in this community and to facilitate enjoyment by all residents. The failure to comply with any or all of these rules will result in the denial of further use of the Clubhouse, relinquishment of security deposit and/or other fees as appropriate.

1. The Clubhouse Is available for rental for any private function hosted by a homeowner for invited guests for a non-refundable rental fee of fifty dollars (\$50.00). The Clubhouse cannot be used for any functions that would include an invitation to the general public.
2. The rental of the Clubhouse is by reservation only, on a first come, first serve basis. Reservations can be made up to one year (12 months) in advance. Each homeowner is limited to three (3) reservations per year. However, in the event the Clubhouse is still available within thirty (30) days of a particular date, any resident may reserve that date, regardless of limit regulations.
3. The homeowner renting the Clubhouse is financially responsible for any damages incurred to the Clubhouse, its contents and/or grounds.
4. The homeowner renting the Clubhouse must be present during the event.
5. The homeowner must not allow more than the maximum number of persons permitted by law to occupy the Clubhouse during the event scheduled. There is a 38 person maximum capacity.
6. A minimum of two (2) adults, one of who is a homeowner, must be present when hosting any children's parties in the Clubhouse.
7. All food and beverages must be confined to the Clubhouse and the grounds immediately surrounding It.
8. Alcoholic beverages may not be consumed by anyone under 21 years of age.
9. As a courtesy to residents living in close proximity to the Clubhouse, please monitor the noise level during any function.
10. Clubhouse hours are from 9:00am to 9:00pm. All items on the checkout list are to be completed by the 9:00pm curfew. This list should be completed, signed and returned to the property management company the day following the event.
11. Party guests can use all common areas surrounding the Clubhouse including the pool. However, the pool is limited to four (4) guests per unit at any given time. All Rules & Regulations pertaining to the common areas must be abided by.
12. No tents or other equipment needing set-up is allowed anywhere on Central Square Villas property without prior approval of the Board of Managers. Bounce houses are specifically excluded and will not be approved.

13. Cleaning after an event is the responsibility of the renter. The Clubhouse is to be thoroughly cleaned after use and all refuse taken home. No refuse is to be left in the Clubhouse or at the curb.
14. No smoking is allowed in the Clubhouse or surrounding area.
15. Any items (decorations) hung from the walls or ceiling of the Clubhouse must be removed and must not leave any marks after being removed. The use of tacks, nails and non-removable tape is prohibited. All areas must be returned to pre-rental condition after the function.
16. Fees associated with cleaning and/or damage to the Clubhouse will be deducted from the security deposit. If cleaning and/or damage fees exceed security deposit, amount will be added to homeowner's monthly assessment.

CENTRAL SQUARE VILLAS

Clubhouse Checkout List

This checkout list is a guide to help you successfully clean the clubhouse after your event. Remember, it is your responsibility to make sure the clubhouse is cleaned and restored to Its original condition by the end of your rental period. Upon completion, please check the box next to each of the following items:

- ☐ All tables and chairs, including outside furniture, are cleaned and returned to their proper storage location.
- ☐ Kitchen sink, countertop, range and refrigerator are cleaned and emptied.
- ☐ Floor is swept clean and mopped (if necessary).
- ☐ All personally owned items (decorations, dishes, utensils, etc.) are removed.
- ☐ Garbage is collected from all waste bins and removed from premises. New garbage bags have been placed in all waste bin receptacles.
- ☐ Thermostat is set to 62 degrees in winter (heat-auto) /78 degrees in summer (cool-auto).
- ☐ All interior lights are turned off.
- ☐ Doors are locked.

I acknowledge that all of the above items have been completed.

Signature

Date

Address

Comments/Complaints/Damage Report:

*This checkout list must be completed, signed and returned the day following the event to:
R&D Property Management of WNY, Inc. 550 Seneca Street - Suite 100 Buffalo, NY 14204
brandonp@rdmanagementofwny.com*