

## Saratoga Woods HOA Clubhouse Rental Agreement and Waiver

I, \_\_\_\_\_, agree to rent the Saratoga Woods Homeowner's Association (SW HOA) Clubhouse under the following pretenses, for qualified applicants, upon completion of the application form and payment. The Renter must sign this **Agreement and Waiver** and the checks must be in the renter's name. The SW HOA assumes no responsibility for the personal property of any renter or guest. The renter is responsible for the conduct, dress, and charges of his or her guest(s). The clubhouse can be rented for a minimum time of 3 hours up to 6 hours maximum (including your setup and cleaning time)\* for the fee of **\$325.00**. A **\$500.00 damage deposit** is also required. The damage deposit check will be shredded if everything is in good condition after the rental.

**Make checks out to Saratoga Woods HOA (checks made to Mulloy Properties will not be accepted).** \*Please note: Applicant must have a clubhouse/pool access ID card to enter the clubhouse. If the applicant does not have an access ID card, the applicant will need to have a card made. The cost is \$10/card. Please contact [clubhouse@saratogawoodshoa.com](mailto:clubhouse@saratogawoodshoa.com) with any questions. Also, applicant may visit [www.saratogawoodshoa.com](http://www.saratogawoodshoa.com) for additional information.

### Terms and Conditions of Agreement

The cleaning of the clubhouse is the responsibility of the renter, and the facility should be left as found, or in better condition. Otherwise, the renter will be assessed all or part of the \$500.00 cleaning deposit. The clubhouse will be vacated and locked at the ending time listed below.

The rental fee of \$325.00 and deposit of \$500.00, in the form of **two separate checks** are required along with this agreement. **Checks must be made out to Saratoga Woods HOA to initiate the agreement.** *If the clubhouse is clean and no damage found, the deposit check will be shredded.*

Event Date: \_\_\_\_\_ Opening Time: \_\_\_\_\_ Closing Time: \_\_\_\_\_

Renter Name (Please Print): \_\_\_\_\_

Address: \_\_\_\_\_

Home or Cell Phone: \_\_\_\_\_ Work: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Check# for rental: \_\_\_\_\_ Check# for deposit: \_\_\_\_\_

**Please enclose both checks with Agreement and Wavier. Place in the black mailbox next to the front door of the clubhouse (not the mailbox on the street in front of the clubhouse). DO NOT MAIL.**

**Email to [clubhouse@saratogawoodshoa.com](mailto:clubhouse@saratogawoodshoa.com) once agreement and checks are left in box. (All rentals are on a first come first booked basis so please do not forget to email).**

**PLEASE KEEP IN MIND- THIS IS A NEIGHBORHOOD AND EXCESSIVE NOISE CAN BE VERY DISTURBING TO RESIDENTS.**

### Renter Agreement Waiver

Renting the clubhouse does not confer any ownership of the club property or assets. The renter and guests of the renter shall save and hold harmless Saratoga Woods HOA from all liability; claims and damage on account of personal injuries (including, without limitations to the foregoing workmen's compensation and death claim) or property loss or damage of any kind whatsoever, which may arise out of or be in any manner connected with the performance of the contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence of the renter or of the above named; or by any of their agents or representatives.

**Renters Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Renters Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Internal Use Only:** SCHEDULED EVENT DATE: \_\_\_\_\_ To Be Handled by NS \_\_\_\_\_ BB \_\_\_\_\_

# **RULES AND REGULATIONS FOR SARATOGA WOODS CLUBHOUSE**

**The Club at Saratoga Woods Hours:** Private functions may not extend past midnight. All guests must vacate clubhouse by this time, allowing the caterer and/or host/hostess to clean up and close the facility.

**Rental Premises:** Only the clubhouse, kitchen, and bathrooms are to be utilized by the Reserving Party during the private function.

**Clubhouse Furniture:** The furniture may not be moved unless arrangements have been made through the Saratoga Woods HOA and/or clubhouse rental coordinators and an agreement for additional fees and liability has been established.

**Decorations, Rental and Personal Effects:** All decorations must be removed during clean-up operations at the close of the private function. The Saratoga Woods HOA is neither responsible for nor liable for any decorations, party supplies, rental furniture or equipment provided by the Reserving Party or on the Reserving Party's behalf, or any personal items brought in or left by the Reserving Party and/or guests. Rental furniture and other items must be removed immediately after the function unless arrangements have been made through the Saratoga Woods HOA board for next business day pick-up in order to make the Club available to other Members. **DO NOT tape or pin any decorations on walls or woodwork.**

**Clean-up/Catering:** Food and beverage services are to be handled by the Reserving Party through a caterer of the Reserving Party's choice. The Saratoga Woods HOA reserves the right to refuse the use of the facility to any caterer who has catered previous functions and has not returned the facilities to their prior condition. **The Reserving Party is responsible for removing all leftover food, serving pieces, linens, soiled plastic, paper, china or glass plates, flatware and refuse removed from the building.** If the caterer does not perform these tasks or if there is no caterer, the Reserving Party is responsible.

**Additional Fees for Cleanup, Destruction or Rule Breaking:** Rice, confetti (of any sort), glitter birdseed, etc. are not permitted. **No taping or pinning decorations to drywall allowed.** Should this provision be violated, a minimum \$25.00 damage assessment will be withheld from the Damage Deposit placed with the Saratoga Woods HOA. Additional fees will be charged to the Reserving Party if (a) excessive debris from decorating is not cleaned up from the hardwood or carpeted floors (including paper, tape, food and beverage); (b) the Reserving Party or caterer does not leave the kitchen as it was found if all leftover food and garbage is not taken to the trash cans located on the side of the clubhouse; parking lot; or (c) if the guests or entertainer(s) are unruly, destructive, or fail to abide by the Association's rules (i.e., no smoking inside the building, no alcoholic beverages consumed by persons under 21 years of age, no drugs brought onto Saratoga Woods property including the parking lot, etc.) The Reserving Party may also lose privileges to use the clubhouse for future functions.

**Parking /Loss Prevention:** Parking is permitted in designated areas only with ample spaces available. The association is not responsible for security or for the Reserving Party's property or guest property during the function. The Reserving Party may hire security officers if desired.