

RENTER'S COPY

**Westacres Community Association
Clubhouse Rental Agreement/Contract
3700 Westacres Drive
West Bloomfield, MI 48324**

RENTER INFORMATION

Name _____

Address _____

City, Zip _____

Home Phone _____

Cell Phone _____

Alternate Contact or Party Responsible
for Event Clean Up

Contact Name _____

Cell Phone _____

Email _____

**Would you like us to set-up (\$50) and
tear-down (\$50) your party?**
YES **NO THANKS**

EVENT INFORMATION

Date of Event _____

Type of Event _____

Number Attending _____
(max. capacity 185 persons)

Fee to Attend Yes ____ No ____

Rental Rate Status (check one)
____ Westacres Resident
____ Non-Resident Rental

Projector System Requested
Yes ____ No ____

Yes ____ No ____

Set-Up Time _____
**Keys maybe picked up at 8:00 AM the
day of the event ***

Move-Out Time _____
**Keys MUST be returned by 3:00 AM
after the event* keys must be returned
to the mail box on front porch.**

*Keys pick-up and return location:
Maryann Foster
3331 Oakleaf Drive
West Bloomfield, MI 48324
Front Porch mail box
734-740-7553

CLUBHOUSE RENTAL FEE:

Westacres Resident Rental: \$435

Westacres Resident Sponsor
Rental: \$635

SECURITY DEPOSIT FEES

Resident & Sponsor \$325*

PROJECTOR SYSTEM USAGE

Westacres Resident No Fee

ADDITIONAL SERVICE

Table/Chair Set up \$50.00

Table/Chair Tear Down \$50.00

ADDITIONAL VISITS TO CLUBHOUSE

We allow as many visits in to the clubhouse prior to event. However, after the initial visit we allow ONE additional FREE visit. Third and subsequent visits \$25/30min.

***A security deposit is required from ALL renters. Reservations are NOT confirmed until the deposit is received. Deposits will be cashed. Refunds will be issued after the event and contingent upon the completion of the 'Westacres Security Deposit Refund Requirements Checklist' (please see page 6-8).**

***ONLY PERSONAL CHECKS AND MONEY ORDERS WILL BE ACCEPTED.**

Rental agreement/contracts should be signed and returned with your security deposit. The rental fee must be paid in full 2 weeks prior to your event. Please make all checks payable to: WESTACRES COMMUNITY ASSOCIATION

Documents and payments should be submitted to:

Maryann Foster
3331 Oakleaf Drive
West Bloomfield, MI 48324
For questions please call: 734-740-7553
Or email questions to clubhouse@westacres1936.org

Important Reminders:

- If you **AREA RESIDENT OF WESTACRES in good standing** you may obtain up to 35 beach tags in advance for your guests to utilize the beach. (M-Sat. only /no holidays)
*parking around the circular drive prohibited. The drive is for drop off, pick up and emergencies ONLY.
- Maximum capacity 185
- The clubhouse furnishes: 12 six foot banquet tables, 3 eight foot banquet tables, 20 - 60" round tables, 213 padded chairs

>Any items left in clubhouse after the event belonging to rental companies or renter of clubhouse subject to \$25 fine per day.

If using stove or oven please use kitchen fans. If fire alarm is set off renter is responsible for Fire Department fee for visit to Clubhouse. No use of propane in ballroom. Must be outside or under vent in kitchen. Also, no smoke or fog machines in the Ballroom, as it will trigger the alarms and you are responsible to pay the Fire Department fee for the visit to the Clubhouse.

Westacres Community Association Clubhouse Rental Agreement

The Renter wishes to rent the Westacres Community Association Clubhouse for a specific function or event. The WCA agrees to rent the Clubhouse as stated in this application. When signed by all concerned parties (Renter and Agent) and security deposit received, this application will become a contract between the Renter and the Association. All changes to this contract must be made in writing and signed by all parties.

The Renter will promptly advise the Association of any changes in its requirement. The Association will make a reasonable effort to accommodate such changes, but cannot guarantee such accommodation.

The Clubhouse shall be available for rental to Members and non-members. Fees for such rentals are set by the Westacres Board and are subject to change by majority vote of the Board. The Board reserves the right to act for the benefit of the entire membership and may refuse use of the Clubhouse if they feel that the intended use is not appropriate.

Responsibility

While any portion of the Clubhouse is under the Renter's control, the Renter accepts responsibility for: Physical damage to Clubhouse premises caused by the Renter's members, guests of members, exhibitors, guests, employees, representatives and/or independent contractors. Any damage resulting from the Renter's failure to lock door walls or exterior doors.

Cancellation

If the Renter cancels the Event, the Renter will give the Association written notice. If the Event is to be held during the months of **April – July and 60 days notice is not given, the entire balance shall be due and payable upon cancellation.** If the Event is to be held any time other than the above-mentioned months and 30 days notice of cancellation is not given, the entire balance shall be due and payable upon cancellation. The cancellation fee will be credited to this Event if the Clubhouse is rescheduled for this Event within 30 days of the cancellation.

Arbitration

Any controversy or claim arising out of the cancellation or breach of this contract will be settled by arbitration according to the Rules of the American Arbitration Association. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction.

Option Period

The Association will tentatively hold for the Renter all Clubhouse space described in this contract on a pre-booking tentative basis for 2 weeks following the request for this application. If the Renter fails to return the application/contract for the Clubhouse and submit a deposit in full, the Association may make the Clubhouse available to other renters.

Inclusions/Exclusions

Rental of the Clubhouse includes the use of the Clubhouse, parking lot, and access road to the Clubhouse. Use of the parking lot and access road is not **EXCLUSIVE** to the Renter's use. All Westacres members always have unlimited access to the parking lot, access road, beach, park, tennis court, boat well, ball diamond, etc. during the Renter's event.

Special permission will be granted for structures installed in the ball diamond area only upon **written request, and approved by a majority of the Westacres Community Association Board 2 weeks prior to said event.**

Event Attendees

All parties for people under the age of 21 must be chaperoned by at least 2 Westacres parents per 30 attendees. Clubhouse Renters must be present at all times during the event.

Advertising

Renter agrees to obtain written approval from the Association before using the name, trademark, logo or any other proprietary designation of the Association in any advertising or promotional materials. The Association retains sole approval of such uses.

Promotion

Renter agrees:

To limit placement of signs, posters, balloons, banners and other promotional displays to the Clubhouse and Association areas. Not to distribute material with gummed or pressure sensitive surfaces on Association premises. Not to tack, nail, screw or otherwise attach items to columns, walls, floors furniture etc. Not to use combustible decoration material without prior approval of Association and Township Fire Marshals. To remove all packing containers, excelsior and wrapping paper immediately after being unpacked.

When decorating tables....any tape used to secure items to the table should be masking tape rather than cellophane tape. All tape must be removed from tables after the Event. NO thumbtacks, staples, nails or any other fastener may be used on walls, furniture or wood moldings. **BLUE PAINTER TAPE ONLY!**

Renter agrees to pay for all damages caused by such fasteners used for decoration.

Anything caught in overhead fans (balloons, strings, decorations) automatic forfeiture of entire security deposit.

Specific requests for extraordinary use of the Clubhouse may be made to the Board. Each request must be approved by a majority of the Board. Criteria for approval is the benefit the activity will provide to the Westacres community. Each request will be evaluated and rates set, with Clubhouse availability, maintenance and cleaning costs in mind. The Clubhouse shall not be used for Events where a fee or consideration is received without first acquiring necessary licenses. Proof of license is required before the keys are given to the Renter. Any violation will result in loss of the entire rental deposit and loss of future privileges regarding the use of the Clubhouse.

General Provisions

The Association is not obligated to arrange for any services other than those included in the contract. The Renter agrees that the Association is not liable for any charges incurred by the Renter, Event participants or guests other than those expressly stated in this agreement. The Renter is solely re-

sponsible for its own activities and acknowledges that the Renter lacks authority to obligate the Association to third parties in any way.

The failure of either party to insist on the performance of any term or condition of this contract shall not be construed as a waiver or relinquishment of any rights granted by this contract or of the future performance of any term or condition of this contract. In such a case, the obligation of all parties shall continue as if in full force and effect.

This contract sets forth the entire agreement of the concerned parties. This contract supersedes all prior discussions, negotiations and oral or written agreements relating to this Event. In the event that any provision of this contract shall be deemed unenforceable, the remaining provisions of this contract shall remain in full force and effect.

I have read and fully understand this contract and agree to the payment arrangements stated above. I understand that this is not a contract of an agreement to rent the Clubhouse unless accepted by the Rental Agent appointed by the Board and a non-refundable deposit placed to reserve the date of the Event.

Renter's Signature _____
Date _____

Sponsor's Signature _____
Date _____

Agent's Signature: _____ Date _____
Maryann Foster

I accept complete responsibility for items listed on the 'CLUBHOUSE CLOSING CHECKLIST' (see page 6-8) and agree to pay any and all fines or fees for damages during my rental period.

Renter's Signature _____ Date _____

Projector System Agreement: Please sign if this system will be required for the rental.

Renter's Signature _____ Date _____

CLUBHOUSE OPENING PROCEDURES

- Enter Clubhouse from kitchen on east side of building or from the front door.
- Lights are located by kitchen door, interior walls of ballroom, hallway, lobby and coatroom.
- Chairs and tables are located at the far end of the ballroom in a large storage closet. Excess chairs also stored in coat room.
- Go out through kitchen door and go around to lakeside of building and use the patio key to open the large wooden doors on deck. Lock is at top center of doors. Unlock and slide the doors back.
- The lobby doors can be unlocked with the tool hanging to the left top side of the doors. Stick in the hole on the push part handle of door and turn to keep the doors from locking.

Westacres Security Deposit Refund Requirements

A security deposit is required on all Clubhouse rentals. This holds the reservation date and also is held in case there are any damages resulting in the rental of the Clubhouse and its contents. In order for your FULL deposit to be returned the following closing checklist must be completed, signed and returned. **There will be a *minimum* \$25.00 charge for each violation. ALL fees will be determined depending upon damage. Deposits are returned two weeks after the final walk-through is completed by the WCA agent.**

CLUBHOUSE CLOSING CHECKLIST

KITCHEN

- ____ Remove all your items from inside the refrigerators. Warmer next to fridge can be used but turned off after event.
- ____ Clean stovetop and ovens of all debris and grease
- ____ Wipe down the kitchen counters
- ____ Clear sinks of dishes and debris as well as run garbage disposal
- ____ Drain the dishwasher, if used
- ____ Turn off all appliances, including fan above the stove
- ____ Turn off all water faucets
- ____ Sweep kitchen floor
- ____ Take all garbage out and put IN dumpster located off the kitchen exit.
Trash barrels should be stored in kitchen and left clean.
- ____ Turn off all lights

BALLROOM

- ____ Remove all decorations from walls and floor
- ____ Wipe clean any spills on carpeted stage area
- ____ Clean off tables and chairs prior to storage. Wipe down tables which may be dirty or sticky.
- ____ Return all tables and chairs to the storage room/coat room according to diagram. Please leave Chair Dolly(s) accessible.
- ____ Set BOTH thermostats back to 60 (in winter HEAT) or 80 (in summer COOLING).
*There are two thermostats, one in the ballroom and a second in the hallway. NOTE: you must press and hold the **HOLD** button on thermostat to keep temp. set once you leave.
- ____ Turn off all components of the A/V system
- ____ Retract screen, if used
- ____ Close and lock sliding glass doors
- ____ Turn off all lights and fans **DO NOT touch circuit breakers**. Forfeiture of entire security deposit if breakers are tripped or disturbed in any way without contacting Westacres rental agent of a problem.

RESTROOMS

- ____ Turn off all water faucets
- ____ Turn off lights
- ____ Unclog any clogged toilets. Clean up any vomit in bathrooms. : (

CLUBHOUSE EXTERIOR

- ____ Remove all decorations and signage from Westacres property
- ____ Be certain parking lot is free of plates, napkins, cups etc. from party
- ____ Ensure entryway is free of debris (cigarette butts)
- ____ Clean deck of debris, if used

Close and lock large wooden patio doors on deck

HALLWAY, COATROOM and FOYER

____ Set thermostat back to 60 (in winter HEAT) or 80 (in summer COOLING).

____ Remove all your items from inside the refrigerator and freezer

____ Clear items from coatroom

____ Turn off all lights except the ones outside at the front entrance.

____ Make sure to lock the front door, with the key tool.

____ Return keys, and remote if used, by 3:00am to:
3331 Oakleaf Drive Drive in Mail box on Front porch

(please sign and date, after event)

Renter's Signature _____

Renter's Name (printed) _____

Rental Date _____