



# Willow Pointe Condominium

## WILLOW POINTE CLUBHOUSE RENTAL USE RULES AND REGULATIONS

1. For the Clubhouse use purposes, the area to be used (hereinafter referred to as the “use area”) shall include, but be limited to the Banquet Room, hallway, and restrooms. The swimming pool area, exercise room, and the common and limited common areas adjacent to the Clubhouse are excluded from use area. **During the pool season, the pool remains open for community and is not reserved for private functions.**
2. A security deposit of \$100.00 and a non-refundable fee of \$25.00 (two separate checks) must accompany the application for use of the Clubhouse. Please be aware that if a check is returned for insufficient funds, a \$10.00 Non-Sufficient Funds fee (per check) will apply.
3. Any Unit Owner, or any tenant of any Unit Owner, in good standing, hereinafter referred to as the “**Designated User,**” can reserve the use area for a private function. The use area is never available for overnight activity or lodging. **The Designated User must be present at all times during use of the Clubhouse** and is solely responsible for the activities of the guests.
4. Designated Users may not reserve or use the Clubhouse for use by any outside organizations that are not affiliated with Willow Pointe Condominium Association (hereinafter referred to as “WPCA”) for use by any nonresident or by any business organization, for any personal business purpose or for any activity that is prohibited by law.
5. The maximum number of people permitted in the Clubhouse at any one time is 55 persons.
6. The Designated User or their agent must accompany caterers, florists, musicians, and/or all others while in the use area.
7. **The Designated User and all guests must park only in the parking lot adjacent to the Clubhouse or in spaces designated for temporary visitors to the Willow Pointe Community. Street parking is NEVER allowed. Vehicles parked on the street are subject to towing at the vehicle owner’s expense and the Designated User will lose the entire deposit.**
8. The Designated User assumes full responsibility for any damages done to the Clubhouse, its contents, or the surrounding common or limited common areas. The Designated User shall hold WPCA harmless from, and shall indemnify the



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WPCA for, any claims against the WPCA for damages, including reasonable attorney's fees and court costs suffered by the WPCA.

9. WPCA reserves the right to refuse future use of the Clubhouse to any Designated User if damage to the Clubhouse area or any other common or limited common area results from that Designated User being responsible for the damage.
10. Respect for community residents and WPCA personnel, vendors, and contractors will be observed before, during, and after any function.
11. The WPCA Board of Directors, Clubhouse Coordinator, and/or Management Persons reserve the right to free access to all portions of the Clubhouse at all times.
12. Pets are not allowed in the Clubhouse or the common or limited common areas. This will not exclude registered service animals being used as companions for disabled persons.
13. A rental event participant on the pool deck during pool season is subject to the pool rules. No wet bathing suits are permitted inside the Clubhouse, except for the restrooms and adjacent hallway. Violation of pool rules may result in a penalty and/or loss of pool and Clubhouse use and rental privileges.
14. It is the responsibility of the Designated User using the Clubhouse to ensure that it is left in the same condition as it was found prior to the function.
  - a. All trash, decorations, and food are to be removed.
  - b. Rest rooms are to be left in a clean condition free of debris or trash.
  - c. Decorations of any kind may not be nailed or tacked to any surface, nor can transparent tape be used to attach anything to painted surfaces.
  - d. Designated User guests must evacuate the Clubhouse by 1:00 AM and Designated User by 1:30 AM. All doors and windows must be locked. Cleaning must **not** resume until after 6:00 AM.
  - e. Cleaning must be completed with the Clubhouse condition restored and key placed in Clubhouse "Comments" lockbox not later than 10:00 AM the day following the function.



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- f. Attached checklist must be completed by Designated User (and verified by Facility Manager or WPCA Board Member), to assure compliance with rules and regulations regarding post-rental condition of Clubhouse.
15. Following the Designated User's use of the clubhouse, the security deposit will be refunded or applied in whole or in part to restore the Clubhouse to its original condition. The Clubhouse Coordinator and/or Management will determine the condition of the Clubhouse after use. This determination will be done within 24-48 hours of the Designated User's use.
16. Costs for any cleaning and/or repair to the Clubhouse or adjacent common or limited common areas as a result of use by a Designated User and/or guests shall be assessed against the Designated User to the extent it exceeds the amount of the security deposit. Designated User consents that the assessment together with reasonable attorney fees, court costs, and/or collection costs shall constitute a legal lien against the Designated User's Unit and that any such lien may be foreclosed.
17. Violation of any rule or regulation will result in the forfeiture of part or all of the security deposit. This is in addition to any other remedy available to WPCA, including the filing of a lien for any costs or damages suffered by WPCA.
18. Alcoholic beverages may be served to persons of legal age and in accordance with State and Local laws but must ever be sold under ANY circumstances. **Alcoholic beverages must be consumed within the banquet room of the Clubhouse only.** Actions of the Designated User's guests attending generally and those consuming alcoholic beverages specifically are the sole responsibility of the Designated User. Any disturbance created by activity of the Designated User and/or guests of the Designated User shall be deemed sufficient cause to deny future use of the Clubhouse and may result in monetary damages being levied against the Designated User.
19. Designated Users must be present during the inspection or forfeit the right to protest any withholding of the deposit in whole or in part and/or additional assessment for damage costs exceeding the amount of the deposit.



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## CLUBHOUSE RENTAL USE INSPECTION CHECKLIST

The following is a checklist to be used following any event in the Willow Pointe Clubhouse. The facility is to be left essentially as it was prior to rental. Failure to clean and secure the building will result in a reduction to the amount of the deposit returned as indicated below.

### GENERAL CLEANING NO's"

\$0-\$50

- Hard Floors  
Cleaned
- Tables/Chairs  
Cleaned
- Furniture Arranged  
as original  
configuration
- All trash removed
- Any leftover food  
removed
- All fans turned off
- All lights off
- Bathrooms  
cleaned/toilets flushed

### SAFETY ISSUES

\$50-\$100

- All exterior doors  
locked
- Windows shut and  
locked

### ABSOLUTE "NO-

\$100

- Door from banquet  
room to hallway  
closed/locked
- Appliances turned  
off (as applicable)
- Thermostat reset  
to temperature it was  
upon occupancy



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\_\_\_ Report of on-street parking

\_\_\_ Misconduct of guests

\_\_\_ key and completed checklist not returned by 10 AM of the following day (or Sunday if the following day is Saturday)

\_\_\_ Tape, tacks, nails in walls or evidence thereof

\_\_\_ Burn holes or marks in furniture or floor coverings