502-425-4672 • 4200 Springhurst Blvd. Louisville KY 40241 • www.SpringhurstVillages.com

NO. ATTENDING PARTY

Clubhouse Rental Application and Rules for Rental

REQUESTED RENTAL
DATE

Homeowner Name		Email	
Springhurst Address			_
Phone (daytime)	(Evening)	(Mobile)	
Type of Function			_
Requested Start Time	End Time	(INCLUDE SET UP AND CLEAN UP TIME)	

- 1. Rental of the Springhurst clubhouse is an amenity available only to adult residents of Springhurst. The deposit and rental fees are subject to change without notice; however, once a reservation has been accepted, the contracted fees will not change.
- 2. Clubhouse rental time will not exceed twelve (12) hours in any one day, and no rental may extend beyond 1:00 AM. The rental fee is \$228 including sales tax for Pool and Clubhouse members and \$318 for Springhurst homeowners who are non-members. In addition, a damage deposit of \$300 is required.
- 3. Homeowners must comply with the following:
 - a) At least 21 years of age. Photo ID with Springhurst address is required.
 - b) Current with all association dues and fees.
 - c) No known compliance issues with the DCCRs, Bylaws, Rules, and Policies.
- 4. A signed application and checks for the above-mentioned fees must be delivered to the property manager to secure the requested rental date. Separate checks made payable to Springhurst Community Association must be provided for each of the fees. Only personal checks from the renting homeowner (with a Springhurst address printed on checks) will be accepted for the rental fee and for the deposit. No cash will be accepted.
- 5. Clubhouse rental is for the exclusive use of the renting homeowner. Rental may not be transferred or subleased under any circumstances. The renting homeowner is responsible for any damages or misuse of the facilities during the entire period of the rental.
- 6. Reservations will not be considered accepted until a signed application and checks are received, confirmed, and approved by the property manager. Once confirmed, this rental application will serve as the rental agreement. The rental fee, less one hundred (\$100) will be refunded in the event of cancellation made less than seven (7) days prior to the rental.

10.4.23 initial

- 7. The great room, kitchen, and access to the restrooms are included in the rental. The pool and patio areas are not included. The doors from the clubhouse to the pool deck are monitored by security alarm. *There will be a charge of up to \$150 if the doors are opened*, the alarm is activated, or the police are dispatched during your rental.
- 8. The homeowner must attend the walk-thru and be granted access for the rental. All supplies and equipment must be delivered and removed during the 12-hour period of the rental.
- 9. Parking is limited to designated parking spaces in the parking lots. All wheels of a vehicle must be on the pavement. No parking is allowed on sidewalks or any grassy areas. This includes the grassy area outside the kitchen door.
- 10. The clubhouse is a designated non-smoking area.
- 11. Pets are not allowed in the clubhouse AT ANY TIME.
- 12. No signs may be posted on the premises or any other common areas.
- 13. No candles, except birthday cakes, anniversary cakes, or similar items, are permitted.
- 14. Wet clothing is not allowed in the clubhouse.
- 15. Fireworks are prohibited in accordance with Louisville Metro Ordinance, Section 94.40. Violation will result in forfeiture of the deposit as well as liability for any fine or damages imposed as a result of the violation.
- 16. Furniture, Equipment, Decorations:
- a) Clubhouse furniture is not to be removed from the premises. No furniture may be moved from the great room to any other area of the clubhouse.
- b) Eight additional folding tables and 36 folding chairs are provided for use during the rental. No other furniture may be brought into the clubhouse.
- c) Decorations may not be attached to the facility by any means. Only table decorations are allowed. Rice, confetti, glitter of any sort, birdseed, tape, Command Strips, and silly string are not allowed. Balloons must be secured.
- d) The TV is available for streaming with the renter's device, but not guaranteed. The clubhouse coordinator will provide Wi-Fi password during the walk-thru.

17. Other:

- a) In accordance with local fire ordinances, the maximum number of people allowed is 55 for a seated event; 105 for a standing event. Violation will result in forfeiture of the deposit as well as liability for any fine or damages imposed because of the violation.
- b) Homeowner is responsible for behavior of all guests. Loud noise, music, and boisterous behavior should be avoided before, during or after the rental and will be considered a violation of these rules.
- c) If alcohol is available during the rental, the homeowner shall comply with all applicable laws relating to the serving of alcoholic beverages and shall be solely liable. The homeowner is responsible for taking reasonable precautions to assure that guests do not operate motor vehicles while intoxicated.

- 18. It is the responsibility of the homeowner to ensure the rental area and all components are left in good condition.
- a) All items on the Clubhouse Post-Rental Checklist must be completed. The completed post-rental checklist must be left on the premises.
- b) The homeowner's deposit can be applied in whole or part to restore the premises to its original condition. Cost of cleaning or repair that exceeds the amount of the deposit shall be billed to the homeowner's account and subject to the association's collection policy.
- c) The deposit check will be returned within sixty (60) days of the date of the rental, providing any loss or damage fees are paid.
- 19. The following fees may be assessed.
 - a) Lost key, \$150
 - b) Lost or damaged remote control, actual cost of replacement, \$50 minimum
 - c) Damage to facility, furniture or fixtures, actual cost of repair
 - d) Failure to set the alarm when the clubhouse is not occupied, \$25
 - e) Activation of alarm on any door from the clubhouse, \$150
 - f) Failure to restore clubhouse to level of cleanliness, \$106 minimum
 - g) Rice, confetti, glitter, birdseed, silly string, Command Strips, tape or escaped balloons, \$50
 - h) Violation of Clubhouse Rental Rules, \$300
- 20. The Springhurst Community Association, Board of Directors, Pool and Clubhouse Committee representatives, clubhouse coordinator, and the management company assume no responsibility for lost or stolen articles.
- 21. The homeowner assumes full responsibility for any damage done to the rented area, its contents, or the surrounding common areas. The homeowner shall hold the Springhurst Community Association, Board of Directors, Pool and Clubhouse Committee representatives, management company, Clubhouse Coordinator, their officers, directors, members, agents and insurers harmless from, and indemnify them for, any claims against them and any and all damages and liabilities resulting from the use of the premises by the homeowner, guests, and agents or contractors thereof, including reasonable attorney's fees and court costs suffered by them.
- 22. The SCA Board of Directors (or its authorized representatives) reserve the right to free access to all portions of the clubhouse at all times when deemed necessary in the sole discretion of the Board of Directors (or its authorized representatives).
- 23. It is the intent of the rules to ensure that the integrity and beauty of the clubhouse is maintained over time for the benefit of the homeowners of this community. The SCA Board of Directors (or its authorized representatives) therefore retain the right to determine in their sole discretion, that the premises is being utilized in a manner that is consistent with its purpose, and to take action, including but not limited to, forfeiture of deposit, assessment of damages, and/or forfeiture of ability to rent the premises in the future.
- 24. Homeowner will not conduct illegal activity in or on the premises and will comply with all applicable rules and ordinances. Any violation of this agreement will result in the forfeiture of all or part of the deposit. This is in addition to any other remedy available to the SCA Board of

Directors. The Board of Directors (or its authorized representative) reserves the right to refuse rental to anyone that it, in its sole discretion, deem necessary.

25. Force Majeure: Neither party shall be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, weather, strikes, lockouts, fires, acts of God, terrorism, global health conditions (including any epidemic, pandemic or disease outbreak) or any other activities or factors beyond its control, whether similar or dissimilar to any of the foregoing. Notwithstanding the foregoing, the affected party shall promptly provide written notice thereof to the other party, which notice shall include a detailed description of the event of force majeure along with the affected party's best estimate of the length of time such event will delay or prevent performance hereunder. Additionally, the affected party shall use all reasonable efforts to limit the impact of the event of force majeure on its performance hereunder.

26. The renter will notify the Clubhouse Coordinator <u>immediately</u> in the event of damage to the clubhouse or furnishings.

The clubhouse is an amenity available to Springhurst property owners.

Rental of the facility may not be transferred or subleased under any circumstances.

The renting homeowner is responsible for any damages or misuse of the facility during the entire period of the rental.

I certify by my signature that I have received and read this agreement and agree to abide by the terms of this rental application.

Homeowner Signature	Date	
Action by Property Manager:		
SCA Fees Paid		
Rental Check Received		
Deposit Check Received		
Compliance Verified		
Property Manager Signature	Date	

The renting homeowner will be contacted by the Clubhouse Coordinator during the week prior to the rental to arrange time for a walk-thru. Photo ID is required. **THE RENTING HOMEOWNER MUST ATTEND THE WALK-THRU.** Please allow at least 20 minutes before your set-up time for this process. Set up, decoration, catering etc., cannot begin until the walk-thru is complete. Thank you!

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Rental Walk Thru Checklist		
Coordinator	Homeowner	Access
		Key Box and Key Code Key box code given to renter and demonstrated. Recommend key be used to unlock the facility and replaced in key box during rental to avoid loss. Lost key fee is \$150. Key must be replaced in key box at the end of rental.
		Alarm System Explain arming and disarming at the alarm panel. Alarm panel code is same as key box code. 1) Clubhouse must be locked and alarm set at any time the clubhouse is not attended by the homeowner/renter and at the end of the rental. 2) Failure to set alarm is \$25. 3) There is no access allowed to pool deck. 4) False alarm (siren is activated) fee is \$150.
		Rental of the facility may not be transferred or subleased under any circumstances. The renting homeowner is responsible for any damages or misuse of the facility during the entire period of the rental. responsible for any damages or misuse of the facility during the entire period of the rental.
	•	Kitchen
		Coat Closet Available for renter's use.
		Tables and Chairs
		Appliances – Dishwasher, microwave oven, stove, oven, and refrigerator in clean condition.
		Mop and brooms are available for renter's use during cleanup. Cleaning products and trash bags must be furnished by the renter. Please do not use bleach or abrasive cleaning products.
		Indicate location of garbage disposal switch under sink. Turn disposal on to demonstrate working properly.
		Trash All trash must be removed. Dumpster is located in pool parking lot on north side of clubhouse.
		Demonstrate roll shade.
		Great Room
		Indicate location of light and fan controls
		Only table decorations are permitted. No nails, tape, command strips, or any other adhesive may be used on any surface. Actual cost of repair or removal will be charged to renter.
		NO CANDLES other than on a birthday cake.
		Operation of flat screen TV – Coordinator will furnish the Wi-fi access and password. Insure that TV and remote control are working properly at the beginning of the rental – even if the renter indicates they will not be used by turning the TV on and off using the remote control. Remote control for the TV is located in the pantry storage closet lock box. The key to the box is located in the front key box with the clubhouse key. Coordinator will explain instructions. Loss or damage to the remote control device, television or any clubhouse equipment or furnishings will
		Fireplace
		Demonstrate use of remote control near kitchen door. Rest Rooms
		Indicate location of light switches.
		During pool season, explain that restrooms are shared with pool members and that floors may be wet!!
		The Clubhouse Is A No-Smoking Area!

Post-Rental Checklist Cleaning fail charge is \$106 minimum.

Coordinator	Homeowner	Access	
		Key Box and Key Code	
		Alarm System	
		Doors Locked	
	•	Kitchen	
		Floors swept and any spills cleaned and mopped.	
		Coat Closet is left clean.	
		Tables and Chairs are cleaned and properly stored.	
		Appliances	
		All food and drink AND ICE removed.	
		Garbage disposal and sink drains are working properly.	
		Counter tops and cabinet exteriors cleaned.	
		Trash removed. May be placed in dumpster on pool parking lot.	
		Lights off.	
	•	Great Room	
		Floors swept and any spills cleaned and mopped.	
		Tabletops and hard surfaces clean.	
		Fireplace off.	
		Lights and fans off.	
		No tape, command strips, adhesive, nails, glitter, birdseed, silly string, confetti, rice, or	
		No damage to furniture, television, walls, or any other fixtures.	
		All decorations removed.	
		Remote control stored properly in pantry lock box.	
		Flat screen TV turned on and working properly.	
		Foyer	
		Floors and rugs swept and any spills cleaned and mopped.	
		Table clean.	
		Glass doors cleaned.	
		Rest Rooms Coordinator Comments:	
		Floors swept and any spills cleaned.	
		Lights off.	
		Trash emptied.	
		Toilets flushed.	
		No water running.	

Your signature below is your statement that you have completed each cleaning task initialed above. Please do not initial or check off tasks that are not completed. A cleaning fee (\$106 minimum) will be charged if all items are not complete at the end of your rental. There is no opportunity to return and clean "missed" tasks or make any repairs. Failure to complete the checklist may result in a cleaning

Renter Signature	Date