



**Hawthorn of Aurora Homeowners Association, Inc. (HHA)
685 Walnut Ridge Trail
Aurora, Ohio 44202**

**CLUBHOUSE/PAVILION RENTAL AGREEMENT
WITH ATTACHED WAIVER (Private Rentals)**

DATE OF FUNCTION:

TIME OF FUNCTION:

HOMEOWNER'S NAME:

PHONE:

HOMEOWNER'S ADDRESS:

APPROXIMATE # OF GUESTS:

TYPE OF FUNCTION:

ROOM RESERVED:

SECURITY REQUIRED:

Full Clubhouse (Both rooms)

Western Reserve - WR (Lrg. Room)

Aurora Lake - AL (Sm. Room with Fireplace)

PAVILION:

DESCRIPTION OF FUNCTION:

WILL ALCOHOL BE SERVED:

CHAFING DISHES NEEDED:

RENTAL CHARGE AMOUNT:

CLEANING FEE: WR \$ 135.00
 AL \$ 80.00
 Whole Bldg. \$ 175.00

General Description

The Western Reserve Room is a large banquet room, which can accommodate up to 172 guests. It is equipped with caterer's kitchen, including a dishwasher, garbage disposal, refrigerator/freezer, and a microwave. Also available are 10 - 60" round party tables, 5-6-foot rectangular banquet tables, and 120 chairs.

The Aurora Lake room is a smaller banquet room, which can accommodate up to 86 guests. It includes a big screen television, fireplace, furniture and card tables.

Paper towels, garbage bags, and restroom paper products are provided for all rooms.

Rates

1. The facility is available for rental only by HHA Homeowners, unless an exemption is made by HHA. The Homeowners must be current on all association dues to reserve the clubhouse. Corporate rentals and other rentals will be considered by HHA and separate rates may apply. Rentals are on a first come basis.
2. The rental rates are as follows.
 - Entire Building is \$150
 - Western Reserve Room is \$80
 - Aurora Lake Room is \$75

If you desire a rental for a period less than 5 hours, please make your reservation for the whole day and make note in the “Less than Full Day Request” portion of the reservation form; please note the hours you would like to use the facility. A discounted rate may be available for your rental and will be confirmed at the time of approval of your pending reservation.

No payment is due before your rental. You will be invoiced following your event for all rental and cleaning fees. Payment is due within 30 days of receipt of invoice.

3. Cancellations: Any cancellation within 2 weeks of the reserved date is subject to forfeiture of the rental fee unless HOA is able to re-rent the facility for the same day and time period.
4. The Homeowner is responsible for any and all damages to the facility. These damages are determined by the HHA.
5. The facility must be returned to its original condition. Any furniture that was moved must be returned to its original location. Cleaning supplies are provided. If it is determined by the HHA that the facility has not been returned to its original condition, an additional cleaning charge will be assessed.
6. Cleaning rates are as follows:
 - Entire Building is \$175.00.
 - Western Reserve Room is \$135.00.
 - Aurora Lake Room is \$80.00.

Note: There may be additional cleaning charges assessed for the following incidences:

- Any confetti, popcorn or other materials that are left on the floor that cannot be cleaned with a vacuum will be subject to an extra charge. This applies even when the resident has opted for a “full cleaning”.
- Cleaning of the coat room. The coat room is to be used to hang coats during a rental event. It is not to be used as a play room for children. Coat hangers should remain on the racks and not be strewn on the floor.
- Failure to comply with cleaning “list” outlined on Exhibit A

7. Three weeks prior to your event, you will receive an email reminder about your event. Per #3 above, you will be reminded of the two week cancellation timeframe. If you must cancel, please do so within the timeframe allowed.
9. You will receive the code to the keypad on the door of the clubhouse, 5 days prior to your rental, via email. You should save the email, or print this out, or otherwise keep it available, so that you do not need to call back and get it again. Use this code to open the door. The door will remain unlocked until you re-enter the code to lock the door upon your departure. Failure to relock the door will result in an assessment of \$25 plus any damages incurred as a result of this failure.
10. In the event that there is a malfunction of the keypad, there are three (3) people who have keys to the clubhouse, listed below, in no particular order. Any one of these persons can provide access to the facility. Please contact someone on this list, only in the event of malfunction of the keypad. You will be responsible for making sure the keys are returned to the proper party.
 1. Barry Wessels (Resident and President of HOA)
998 Sweet Grass Circle
330 289 6578 (Cell)
 2. Laura Duguay (Resident and Secretary of HOA)
545 Walnut Ridge Trail
216 548 6997 (Cell)
 3. Fred Chafin (Maintenance/ Cleaning)
440 227 8762 (Fred Cell)

Rules

1. **The homeowner must be present at the function.** As noted in #9 above, you will receive the code for the keypad, five days before your rental. Entering the code will open the door to the clubhouse. The door will remain open for the duration of your rental. You need to re-enter the code to lock the door, when you are done with the rental of the facility. Failure to re-lock the door will result in assessment of \$25 plus and damages incurred as a result of this failure.
2. No tacks, nails, tape, or glue is to be used to hang decorations in the facility. If you must hang something, please use painters tape only. However, if damage is done to walls, even with painter's tape, you are responsible for repairs.
3. No furniture is to be removed from the facility. Including tables or chairs for outdoor use. When moving chairs, please use chair dolly (please do not drag across floor).
4. Party signs and/or balloons are prohibited on the common property. There are directional/ way-finding signs to the clubhouse and also a sign at the entrance island to the recreation center area. This should be sufficient for guests to find their way to our facilities. Anyone posting signs or balloons may be assessed \$25.00.
5. **The clubhouse is a non-smoking facility.** HHA will assess a fee, determined by HHA, if any violation of the non-smoking policy occurs by statement of the police officer, observers, and/or pollution, whether or not specific burn damages appear. Actual burn damages will enhance the penalty.
6. HHA reserves the right to require the use of an officer designated by the Aurora Police Department for all private or corporate clubhouse functions. This officer shall be hired by the HHA at the expense of the renter. This officer shall remain on duty until the function is over and your guests have vacated the premises. The sole function of the officer is to assist in the protection of HHA's property and facilities. **It is expressly understood and agreed by the renter that the officer shall have NO duty or responsibility to directly or indirectly protect or insure the safety or health of the renter or any of his/her guests, family, or invitees.** Renter shall execute a Liability Waiver and Release relieving HHA and its agents and employees from any responsibility for any injury or damage to renter or any of his/her guests, family, or invitees.
7. If the Aurora Police Department or any other law enforcement agency is called to the premises, the party will be closed and all occupants will be forced to leave the building.
8. If you hire an on-site caterer, the following must be received by HHA at least fourteen (14) days prior to the rental date: Proof of the caterer's liability insurance in effect at time of the function, and a copy of the Certificate of Worker's Compensation coverage. The caterer must remove all food, supplies and equipment by the end of the affair. It is the responsibility of the renter to arrange for deliveries and pick ups during their normal rental period.
9. HHA shall have no liability of any kind for any failure to perform hereunder due to flood, strike, fire, labor difficulties, earthquakes, accidents, power outages, or any other act or event beyond HHA's control.
10. No weapons of any kind are permitted on HHA property.

11. The Homeowner hereby agrees to release, hold HHA harmless, defend and fully occupy the clubhouse in a safe and careful manner and does hereby agree to indemnify HHA for any and all damages which may be caused by, related to, or arise from or which HHA may sustain through the carelessness or negligence or malicious acts of the Homeowner or his agents, employees, contractors, guests, family, or invitees. As part of making this reservation the renter agrees to the terms and conditions outlined on the Liability Waiver and Release.
12. HHA shall not be responsible for damages to or loss of personal property on premises.
13. No illegal activities will be performed at the Clubhouse or Pavilion. This includes but is not limited to gambling and underage drinking.
14. Rental of this facility does not include usage of the pool facilities. Parties requesting pool usage may be required to pay an additional fee for an extra lifeguard, when more than 10 guests are expected to use the pool. Residents planning more than 10 guests should email HawthornHOApool@gmail.com to arrange for this, independent of this rental agreement. Alternatively, contact Laura Duguay via cell at 216-548-6997.
15. In the event of two (2) parties booked at the same time, the chafing dishes can be requested on a first request basis, as well as two (2) of the rectangular tables. Other furniture must stay in the room it is assigned to.
16. Exhibit A outlines the activities required for clean-up. Please read this carefully. Even with full cleaning, there are activities that must be completed. Repeated failure to complete these activities may result in loss of privileges to rent the clubhouse. This will be at the discretion of the trustees.

I have read the guidelines above and fully understand them and agree to be personally responsible for all the provisions in this agreement and any financial obligations, which may occur.

Renter:

Accepted By: _____

Date: _____

Printed Name _____

We accept the reservation.

HHA Clubhouse Coordinator:

Accepted By: _____

Date: _____

Printed Name: _____

Title: _____

LIABILITY WAIVER AND RELEASE

I acknowledge that I have contracted to use the Clubhouse Facility/Pavilion/Pool of the Hawthorn of Aurora Homeowners Association, Inc. (HHA).

For and in consideration of the HHA permitting me to use the Clubhouse Facility/Pavilion/Pool, I accept the terms for the rental of this facility, and I, and any person who is my guest or who could claim through me, hereby release HHA, its board members, agents, employees and members from any and all actions, causes of action, claim, and demands of whatsoever kind or nature due to any damages, for losses or injuries, including death, incurred as a result of the use of the facilities, including any use of alcoholic beverages while using the facility,

I further acknowledge that I am assuming one hundred percent (100%) of the risk of injury or death to me or to my guests due to my voluntary use of the facilities. ("Facilities" include but is not limited to furnishings, fixtures, apparatus, or any other guest items located within the facilities or on the property of the Association). I, my guests, and any person, who could claim through me, hereby waive any and all claims, demands, grievances, and/or causes of action, which may arise in any way out of my voluntary use of the Clubhouse Facility/Pavilion/Pool.

I further agree to fully defend and indemnify HHA should any claims be made as a result of voluntary use of the facility.

I agree to abide by all rules and regulations for use of the Clubhouse Facility/Pavilion/Pool, acknowledge receipt of said rules and regulations and state that I have read and understand said rules and regulations and agree to abide by them.

I certify that I have carefully read the foregoing waiver and release and fully understand the contents thereof and sign the document as my own free act, with the intention to be legally bound, and to bind my guests, any person who could claim through me, on and after the date set forth below.

WITNESSES:

_____	_____
	Homeowner's Signature

_____	_____
Printed Name	Printed Name

Date

Hawthorn of Aurora Clubhouse Clean-up Checklist

1. Empty all trash cans, including those in bathrooms, and put trash in the dumpster outside of the facility. If the dumpster is full, you may use the second dumpster, near the pavilion area, if it is unlocked. If the second dumpster is locked, and the clubhouse dumpster is full, please put trash in the utility room and leave a note for the cleaning person. DO NOT leave trash sitting on top of dumpsters.
2. Clean the chafing dishes, then return to the shelving in the coat closet. Failure to clean and/ or return them properly may result in additional cleaning fees.
3. Return all furniture to its original location.
4. Close and lock all windows and turn off all lights.
5. If thermostat has been changed, reset to 78 in summer and 60 in winter.
6. Lock all doors; put boards in sliding doors.
7. If you used the TV's in the Aurora Lake room, please return all TV remotes to the ledge near the TV's. Failure to return the remote controls may result in an assessment per missing remote control.
8. Re-enter the code for the front door to re-lock the door upon your departure. If you had borrowed keys, please return those keys to whoever you obtained them from, within 24 hours of your event.

INFORMATION SHEET FOR CLUBHOUSE

Equipped with:

- 10 Round tables, 60" diameter
- 5 Rectangular tables, 6' long
- 120 Chairs
- 4 Round game tables (52")
- 4 Chafing dishes (need sterno warmers)
- 1 Coffee pot - 20 cup capacity
- 8 Hurricane candle centerpieces
- 1 10 Chair Dolly

Kitchen in the Western Reserve Room (Large Room) has microwave, dishwasher, and refrigerator, NO stove/oven. No music system or tablecloths are provided.

In the event of 2 parties booked at the same time the chafing dishes can be requested on a first serve basis. As well as 2 of the rectangular tables. All other furniture is assigned to the room that it is in (ie: TV, sofas,...)

Cleaning supplies and vacuum are in the foyer closet.

Suggested Capacity:

The Western Reserve Room (Large Room) will hold 125 -130 people comfortably.

The Aurora Lake Room (Smaller Room) will fit 35 - 40 people comfortably.

Hawthorn of Aurora PAVILION Clean-up Checklist

1. Clean off picnic tables and seats.
2. If you moved any tables and/ or benches, please return them to the placement that you found them in.
3. Sweep pavilion floor of all debris. You need to bring your own broom!!
4. Please remove all trash and put in one of the dumpsters in the recreation center area. Do not leave any trash in the trash cans or on top of the dumpsters. Animals have gotten into the cans and spread trash all around the recreation center area. Failure to remove trash may result in assessment of fees for trash removal.
5. Please re-line the trash cans, after you empty them. Extra trash can liners are stored in the bocce ball storage box.
6. Turn off all lights before leaving.

INFORMATION SHEET FOR PAVILION

Equipped with:

- 12 Octagonal Picnic Tables that seat 8 at each
- 1 Charcoal Grill
- 2 Electric Boxes
- 1 Light Box
- 2 30 gallon trash cans

Extra trash can liners in the box for the bocce ball courts.

Please use the outdoor bathrooms of the pool building. These bathrooms are generally available from early May through early November time frame each year. They are locked for the winter and no bathroom facilities are available, when they are locked. If you are making a reservation for a period outside of this window (or close to this time frame), please check to see if the facilities are available.