



## **Agreement and Release**

- I, the undersigned, fully understand that swimming, playing tennis and engaging in any of the other recreational activities conducted on or around the properties of Weatherly Residential Association, Inc. (the "Association") or in conjunction with activities of the Association, are inherently dangerous.
- I, for myself, for any guest I may bring, and for any child of mine or in my custody (hereafter collectively referenced as "I"), the undersigned, understanding that there are no lifeguards on duty at the swimming pool on the properties of the Association, accept all terms of this agreement and do hereby fully and irrevocably assume any and all of the risks of drowning, personal injury, death and property damage associated with the above activities, including but not limited to the acts or omissions of other swimmers, tennis players, or any other persons engaged in recreational or other activities on the properties of the Association, whether with or without the permission of the Association, the physical condition of the properties of the Association, equipment failure, acts of God, acts of nature and/or for any reason whatsoever.
- I, the undersigned, do fully understand that there will be other persons on the properties described above, and I agree to act prudently and carefully to avoid causing them any injury. If swimming, I certify that I am familiar with how to swim. If playing tennis, I certify that I am familiar with how to use tennis racquets and balls. I certify that I am familiar with the laws, rules and etiquette of functions on the Association property.
- I, the undersigned, agree to the rules and regulations set forth by the Association and acknowledge that I will be solely responsible for any guest(s) that I bring onto the properties of the Association, hereby fully, irrevocably, and forever release and discharge the Association, its officers, stockholders, directors, members, managers, guests, employees, agents and representatives, from any and all claims, demands, actions and damages, and/or legal liability of any kind, nature or description in any way arising out of or resulting from drowning, personal injury, death or property damage sustained by the undersigned while engaging in any of the above mentioned activities conducted by, or on the properties of, the Association, whatever the cause. I further expressly stipulate and agree to indemnify and hold harmless the Association, its officers, stockholders, directors, members, managers, guests, employees, agents and representatives, from any and all claims, causes of action and damages, which they or any of them may incur as a result of the participation by the undersigned or any minor or other person for whom the undersigned is a legal guardian or in the custody of in the above mentioned activities conducted by, or on the properties of, the Club.
- I hereby give this release and assume all risks attendant thereto in consideration of being allowed to enter onto the properties of the Association to swim, play tennis and engage in other recreational activities. I recognize and agree that the terms of this release and assumption of risk are contractual and not a mere recital, contain the entire agreement between the undersigned and the Association, shall be binding on my heirs, executors and assigns, and shall be construed according to the laws of the State of Alabama.
- This Release and Agreement shall remain in force and full effect for the period of one year, commencing on the date it is executed by the undersigned and continuing until the exact same date one year following its date of execution.
- I hereby certify that I am at least 21 years of age and have read and understood the above document in its entirety.

## RULES AND POLICIES FOR CLUBHOUSE RENTAL

### PURPOSE

#### Clubhouse Rental Hours: 8:00a.m. to 12:00 midnight

The Weatherly Residential Association ("WRA") Swim and Tennis Club ("STC") Clubhouse is intended for social, cultural, educational and recreational programs. Members are encouraged to use the clubhouse facilities for family gatherings, celebrations and meetings. The facility is available on a reservation and fee basis.

### AVAILABILITY

- Facility reservations may be made up to six (6) months in advance of the activity.
- The facility is rented on a first-come, first-served basis. (*Payment ensures reservation.*)
- Only WRA resident members **21** years of age and older, and in good standing on their assessments, will be allowed to enter into a rental agreement with the WRA for the clubhouse.
- All correspondence and communications will be sent to the individual listed on the agreement.
- The member signing the agreement must be present at all times during the event/rental, including setup and cleanup and all deliveries/pick-ups. Additionally, the renter's failure to comply with any of WRA's regulations may result in the cancellation of the event with no fee reimbursement.

### LIABILITY AND INSURANCE

- The renting member must sign a copy of the WRA **"Agreement and Release"** document and this will be kept on file at the clubhouse for one (1) year.
- The member arranging and renting the facility is responsible for the actions and conduct of their guests. They are also responsible for any damages to the building and WRA property as a result of their activity. If damages occur, a damage fee may be assessed.
- Children's activities such as, birthday parties, graduation parties, and the like, involving minors (under 18) must have a 1-to-10 adult-to-child ratio. WRA will require a list of adult chaperones.
- WRA's management company reserves the right to full access during the event.
- The use of STC property, facilities, equipment, and furnishings is for the exclusive use of the Association members and their guests. They are not to be used for any purpose that violates any city, county, or state laws or the WRA rules, policies and procedures.
- Four-foot wide aisles between indoor tables and/or chair rows must be provided; no doorways can be obstructed; and fire code occupancy requirements must be in compliance. (**The occupancy limit is 140 people**).
- **Location of fire extinguisher:** As you enter the buildings there are two hallways, left and right. The fire extinguisher is down the right hallway on the wall next to the kitchen area and before the men's restroom.
- To gain entrance into the building, the renter will be provided the current lock code that must be used to open the front door. Procedure: Pull the doorknob to you to make sure the door is firmly closed and enter the code that was provided. To lock the door, pull the doorknob again and press the word SCHLAGE at the top of the key pad. Please be advised that for security reasons, this code will be changed on a regular basis.
- Use of amusement rentals or props (i.e. carnival games and rides, dance floors, stages, inflatable attractions, casino nights tables, etc.): Vendors must present to the Management Company a copy of their Certificate of Insurance for general liability in an amount of not less than one million dollars (\$1,000,000) and when applicable, a Certificate of Workman's Compensation (if operators will be on site) by the rental company.

- Food and beverages can only be served, NOT SOLD.
- If minors are found in the possession of alcoholic beverages, the activity will be terminated immediately.
- WRA does not accept any legal responsibility for the loss, damage, or theft of equipment or articles owned by the users and will not accept any responsibility for any act or incident arising from the use of its property or equipment by any organization or group.
- **WRA at its sole discretion may cancel/suspend the use of the facility by the group or individual if in non-compliance with the established policies and procedures is determined. WRA reserves the right to refuse members the privilege of renting the facility if the member's previous rental history was disruptive, or the rules and policies were not followed as written.**
- All rental agreements must be completed as per instructions.
- The STC Clubhouse rules and procedures are subject to change by the WRA Board at any time.

## SPECIFIC RULES

- If the WRA member renting the facility is bringing in equipment, it must be submitted and approved by the Management Company 30 days prior to the event.
- Live entertainment, DJ's and any amplified sound may be permitted for use inside the building, only after getting prior written approval from the Management Company. Noise must be maintained within acceptable levels at all times, as this facility is in the middle of a residential area. Sound levels must comply with the City of Alabaster sound ordinance.
- Glassware shall only be used inside the Clubhouse and cannot be taken outside on the deck or into the parking lot. Glass containers including drinking glasses, bottles, jars, etc. are only allowed inside the facility.
- A copy of the signed contract and clubhouse rules should be provided to any vendors, planners and anyone else associated with the event to ensure they are familiar with rules and policies.
- WRA's management company is NOT authorized to sign for, or accept, any deliveries for the event. A person involved with the activity must accept all deliveries within their reserved rental time.
- No recurring or long-term rental or assignment of the facility shall be made to any individual or organization, without the prior approval of the WRA Board. WRA does not provide any storage for equipment or supplies. All rental equipment must be removed from the premises immediately following the event and all equipment/rentals cannot be dropped off prior to the event until the time agreed upon with the management company.
- STC parking is on a first-come, first-served basis only. No reserving spaces.
- Smoking and the use of tobacco products are prohibited in the Clubhouse or on the deck.
- Gum is not allowed in the clubhouse.
- All props for decorations must be free standing. Nails, staples, tacks, etc. **must not be used** on the walls, ceiling, lights, fans, furniture or windows. Masking tape is allowed but no clear tape, as it will harm the paint. If paint is pulled when masking tape is removed, a damage fee may be assessed.
- All materials must be flame retardant. No open flames are allowed (i.e., unshielded candles, tiki torches, pyrotechnics and the like. **NO GRILLING ALLOWED.**
- Rice, birdseed, glitter, flower petals, confetti, smoke or bubble effects, airborne steamers and the like **are prohibited**, unless approved by the management company.
- The WRA furnishings must remain inside the facility. They are not to be taken outdoors. All other furnishings must be returned to their original position when the event has ended.

- Setup and clean up is the responsibility of the WRA member renting the facility within their rental period. If the facility is not cleaned, is damaged, or you run over your rental time, it is at the discretion of the management company to charge a late fee and/or the renter will lose the security deposit.
- **The renter agrees to forfeit his security deposit if rules are not followed.**
- The renter agrees to perform duties as outlined in the **“Cleanup Checklist”** in order to insure return of the cleaning deposit.
- Animals, other than guide dogs, are not permitted inside the WRA property.
- Catering and service vehicles are not allowed to drive up to the building. All delivery vehicles must park in the parking lot.

## RESERVATIONS, PAYMENT, AND CANCELLATIONS

### FEES AND DEPOSITS

The **“Clubhouse Rental Agreement”** and the **“Agreement and Release”** documents must be completed in full and accompanied by the rental fee, cleaning fee and a refundable security deposit at the time of the reservation. Personal checks, money orders, or cashier’s checks may be used for payment. Personal checks will not be accepted for any agreements written less than 15 days prior to the facility rental, unless other rentals have not been scheduled. **The WRA member signing the contract must pay all fees and deposits.** No event can begin without full payment of the rental fees. WRA asks that, if possible, all fees and deposits should be paid 15 days prior to the scheduled reservation date. Upon inspection of the clubhouse, your deposit will be refunded. Please allow up to 10 business days for the refund. If you paid by check, the checks will either be available for pickup or they will be destroyed after the event provided all rental agreement requirements were met. The checks will be held for 7 days prior to destruction to give renter time to pick them up.

#### Rental Fees:

- The clubhouse may be rented by residents in good standing, for other activities where non-residents will be attending at a rate of **\$175.00** for four (4) hours or less. Each additional hour will be \$25.00 per hour. This charge will be posted to your resident account for payment.
- The Clubhouse is available for rental by non-residents at a rate of **\$300.00** for four (4) hours or less. Each additional hour will be \$25.00 per hour..

#### Deposit Fee:

- **A total deposit of \$325.00** is required for all rentals. (\$250.00 for damages and \$75.00 for cleaning) Non resident renters will be required to submit the deposit total. This amount will be refunded to the renter of record after the event. Residents will have the deposit posted to their account and removed after the event. ALL Renters will be required to send photos as stated on the Rental Instruction sheet sent to the renter of record via email.

## **CANCELLATION POLICY:**

Notice of cancellation of your reservation must be received no later than fourteen (14) days prior to your booking. Last minute cancellation of the facility rental may result in forfeiture of all or part of your rental check, if other rentals have been turned down because you had the facility reserved.

### **Clubhouse Rental Agreement:**

Weatherly Residential Association, Inc. ("WRA") desires to be protected against loss by reason of temporary use and occupancy of its facilities by special event renters. It is therefore agreed:

- The resident renter has submitted a signed copy of the "Agreement and Release" document.
- The renter agrees that he has read, understands, and will abide by the "Clubhouse Rental Rules" Document provided and risks losing Deposit if rules are not followed.
- If rented equipment will be on the premises, the renter agrees to assume responsibility for this equipment and have it approved by the management company.
- The renter agrees to complete the "Cleanup Checklist" when the event is completed. If not, the Cleanup Fee will be used to pay for cleaning following the event.

## AGREEMENT

**IN WITNESS THEREOF, the undersigned has executed and delivered this Rental Agreement as of the date shown below.**

Homeowner of Record or Renter of the Facility *(required)*

Email address: *(This will be used to send the door access code.)*

Phone:

Date of Event:

What is the event?

TIME rental begin am/pm and end with cleanup:

Number of Adults and Children attending event:  
*(If children are under 18, you must have a 1-to-10 adult-to-child ratio)*

Resident's/Renter's Address:

Please signify you have read and understand the Rules and Regulations above and your acceptance of these terms and conditions by signing below:

I agree.

Mail the completed agreement, a check or money order for total rental fee, and total deposit fee.  
Mail the payment to:

Weatherly Residential  
P. O. Box 890  
Alabaster, AL 35007



## **Clubhouse Cleaning**

### **MAIN ROOM**

- ☐ Sweep / Dust mop the floors
- ☐ Close blinds, *if open*
- ☐ Return tables / chairs in an orderly fashion to the storage closet

### **KITCHEN**

- ☐ Clean all surfaces (*counters, stove top*)
- ☐ Clean floor (*sweep and/or mop*)
- ☐ Clean sink
- ☐ Remove any leftovers from refrigerator from you event

### **RESTROOMS**

- ☐ Clean / Wipe all counter surfaces
- ☐ Clean / Wipe all toilet surfaces
- ☐ Remove all trash from trash bins
- ☐ Sweep / mop tile floors, *if needed*

### **GENERAL**

- ☐ Remove any trash from the clubhouse. (*The dumpster is located behind the clubhouse*)
- ☐ Place new trash bags in all trash bins (*Bags are located in hall storage closets*)
- ☐ Turn off all lights, and fans if used
- ☐ Return the thermostat temperature to where you found it

**Push the word SCHLAGE at top of keypad to lock the door**