

WCC GENERAL RULES:

1. Applicants must be a Windsong Subdivision resident in good standing with the Windsong Community Improvement Association (“WCIA”). Clubhouse Manager will contact the Management Company to confirm that all maintenance fees assessed against Applicant’s property are current and that no violations exist against the property.
2. Applicants must be at least 21 years of age at the time of the rental of the WCC. Further, Applicant agrees to be present during the entire time the WCC has been rented to Applicant.
3. The WC may be reserved with prior notice of at least 15 business days. Residents of the Windsong Subdivision are able to rent the WC as many times as needed as long as the resident is up to date on HOA dues. All reservations will be made on a first come-first served basis, with the exception of WCIA functions or meetings, which shall have precedence over any reservation.
4. Applicant agrees that the noise level will be maintained so as not to disturb nearby residents. Violations may result in the forfeiture of a portion, or all, of the security deposit.
5. Applicant agrees that for teenager/young adult functions, a ratio of 1 adult for every 10 teenagers/young adults shall always be maintained.
6. Applicant agrees that there will never be more than 170 persons inside the actual physical structure of the WC at any given time during Applicant’s rental of the WCC.
7. CONSUMPTION OF ALCOHOLIC BEVERAGES and/or SMOKING IS STRICTLY PROHIBITED inside the physical structure of the WC as well as the courtyard area and playground. Applicant assumes full responsibility for any related damages inside or outside the WC associated with smoking. VIOLATIONS WILL RESULT IN THE FORFEITURE OF ALL OF THE SECURITY DEPOSIT and will result in the forfeiture of the Applicant’s right to rent the WCC for 1 year from the date of such violation.
8. No pets or animals including livestock, petting zoos etc. are allowed inside the physical structure of the WC, with the exception of service animals.
9. Applicant agrees that **NO** decorations will be applied to any wall area. Residents may stream banners utilizing the hooks around the crown molding. Applicant agrees that all lights (including those in the restrooms) and fans are to be turned “OFF” upon departure from the WC.
10. Applicant agrees that all doors are to be locked upon departure from the WCC.
11. Applicant agrees not to use, occupy or permit the use of the WC for any purpose which is directly or indirectly forbidden by law, ordinance, order or governmental and municipal regulations which may be dangerous to life, limb or property. Specifically, Applicant must adhere to all local, state and federal laws, if any, with respect to Applicant’s rental of the WC.
12. Applicant agrees to indemnify, defend and save the WCIA forever harmless from and against all claims of injury, including death to persons, or from damage to property which arises from any act or omission by Applicant, Applicant’s guests and invitees, or any third party upon which act or omit occurs while Applicant’s rental of the WC is in effect, including the costs and expenses of defending any such claims and demands.

WCC RENTAL HOURS AND CHARGES:

1. **The rental fee and security deposit are due at the time of reservation.**
2. A security deposit in the amount of **\$250.00** will be required in advance of the rental of the WC. Where possible, all, or a portion, of the security deposit will be refunded to the Applicant within five (5) business days of the rental date of the WCC.
3. **Rental Hours/Charges:** Full Day (10:00AM to 10:00 PM) Fee **\$225**
4. A **\$50.00 an hour**, or any portion thereof, penalty will be deducted from the deposit if the reservation time of the rental is breached. Party goers must vacate by 10:00pm. Cleanup crew must vacate by midnight.
5. If there are no rentals the day before your event you may be granted early access to the clubhouse. This can only be arranged no earlier than 7 days prior to your rental and access and cannot be given access before 6:00 pm on the day prior to your event. **The fee for this service is \$75.00.**
6. **Non-Profit Organizations:** There will be no rental charge for Non-Profit Organizations/Clubs (“NPOC”) of Windsong Subdivision residents. Proof will be required at the time of reservation. Any NPOC, which qualifies for a non-charge rental may reserve the WC on a recurring basis, except in the case of a Private rental. In this case, the NPOC will be notified by the WC Manager of the scheduling conflict (not less than 10 business days prior to the NPOC’s normal meeting time) to allow the NPOC sufficient time to make other arrangements. A refundable \$250 deposit is required.
7. **Cancellations/Refund:** Cancellations must be received in writing 14 calendar days in advance to guarantee a full refund of the security deposit. Windsong HOA reserves the right to cancel any reservation at any time in the event that the resident does not adhere to the rules and regulations during the time of their rental. If the renter cancels the event due to inclement weather, no rental fees will be refunded. Security deposit will be fully refunded.

WCC WALK-THROUGH AND CLEAN-UP:

1. A set time for a pre-rental walk-through will be agreed upon between the Applicant and the WC Manager. The walk-through shall occur no later than one (1) hour before the rental time of the WC.
2. A post-rental walk-through will occur the day after the rental, unless otherwise arranged. The WCC key must be returned at the same time of the post-rental walk-through.
3. The WCC shall be cleaned thoroughly, in accordance with the housekeeping walk-through form, prior to the approval of a returned security deposit.
4. Applicant agrees to remove all trash from the WC and its surrounding premises sweep and mop (with warm water) the WC floor, to clean the WC kitchen, including all appliances such as the refrigerator and the microwave, and to clean the WC restrooms, including the floors, toilets and sinks. Wipe down door windows, as well as tables and chairs.
5. Applicant agrees to utilize all necessary cleaning equipment and/or supplies provided by WCIA in order to perform the clean-up of the WC.
6. A loss of a portion, or all, of the Applicant’s security deposit may occur if the WCC Manager determines that Applicant has not satisfactorily cleaned the WCC in the post-rental walk-through. In the event of a dispute, the WCIA Board of Directors will have final say in matters of this nature.
7. Applicant agrees not to remove any cleaning equipment and/or supplies from the WC.
8. Applicant acknowledges and agrees that in the event the cost of the clean-up exceeds the amount of the security deposit, any additional expenditure shall be paid for by the Applicant.

DAMAGE TO THE WCC:

1. Applicant acknowledges and agrees that in the event any damages occur to the WCC as a result of Applicant's rental of the WC, the security deposit will be used for the repair of such damages.
2. Applicant additionally acknowledges and agrees that if the deposit is not satisfactory to pay for all the damages to the WC, Applicant shall be solely responsible for the payment of the remainder of the balance for such damages within ten (10) business days after being notified by the WCIA or WC Manager. Should Applicant fail to comply within this time period, the WCIA and the WC Manager shall have all remedies at law to enforce this agreement and collect the additional damage amounts.

Windsong CIA, Clubhouse Manager's Signature Renter's Signature

By: _____
 Renter
 Date: _____

By: _____
 CM
 Date: _____

_____ Initial