

Main Clubhouse Suggested Rules & Regulations

1. Purpose: The Main Clubhouse is to be used for family events conducted by Property Owners in good standing only. Family functions will be conducted at the discretion of the General Manager or Office Manager and the Board of Directors. The property owner booking the function must be present at all times during the booked function and will be the responsible individual of said function. The Main Club House cannot be used by a business or person that will profit by the function. Functions giving gifts are excluded such as Wedding Receptions, Birthday Parties, Graduations, Communion, Christenings, Bar mitzvah, Bas mitzvah, Baby or Bridal Shower, Engagement, Bachelorette & Bachelor Parties. At the Board's discretion any party can be approved or denied.

2. Insurance:

- a) The property owner renting the Main Clubhouse would be expected to be able to provide a certificate of insurance indicating they have general liability limits of at least \$250,000.00 They would also need to name Wallenpaupack Lake Estates as additional named insured as respects to the specific event and the usage of the Main Clubhouse.
- b) Only an insured caterer and/or property owner with proper insurance may have use of the kitchen area. All caterers must supply Wallenpaupack Lake Estates with a valid and current insurance policy with WLE named on said policy.
- c) No charges can be made for alcohol.

3. Fees: A fee will be imposed for the usage of the Main Clubhouse to defray the cost of utilities, cleaning, set-up of the tables & chairs and wear & tear.

The fees are as follows:

- a) Fee for Hall usage.....\$300.00
- b) Fee for stove & oven usage.....\$50.00

4. Payment Schedule:

- a) A \$500.00 refundable deposit is due upon booking party.
- b) \$300.00 fee is due within 30 days of party.
- c) All cancellations are to be submitted in writing no less than thirty (30) days prior to the party. If a cancellation is made in less than thirty (30) days, you will forfeit your deposit.

5. Security Deposit:

- a) A \$500.00 refundable deposit will be imposed on the property owner booking the Main Clubhouse at the time of booking.
- b) If damage exceeds the \$500.00 deposit, the property owner booking the Main Clubhouse will be billed.
- c) If the property owner booking the Main Clubhouse fails to pay for the property damage exceeding the \$500.00 deposit, the property owner will no longer be considered in good standing. In addition, the property owner will not be allowed to use any amenity in Wallenpaupack Lake Estates.

6. Capacity: 137 people can be seated comfortably in the Main Club House using the round tables. Limited to number of chairs (137) at Club House. Limits can be lowered during a pandemic or discretion of WLE.

7. Schedule:

a) Time - Parties must end by 11:00 PM.

The property owner may have the Main Clubhouse for the entire day up until the allowed ending time.

b) There will be no more than one (1) party per day.

c) Availability of the Main Clubhouse will be at the discretion of the current person booking parties.

d) The Main Clubhouse will be booked through the current person booking parties. Final approval will be given by the General Manager or Office Manager. Parties can be booked a minimum of thirty (30) days and a maximum of one (1) year in advance. If party is booked less than 30 days, all fees, deposits, insurance and paperwork must be completed at time of booking.

e) Bookings will be on a first come first serve basis.

f) WLE functions have precedence in all bookings except for private Property Owner functions at the MCH that have been booked within the allotted timeframe, and no time limits are imposed on WLE functions.

8. Vehicle Guest Passes: Vehicle Guest passes are to be provided for guests who do not own property in WLE. The property owner booking the Main Clubhouse is responsible for obtaining these vehicle guest passes from the Administration Office at least one (1) week prior to said function.

9. Decorations:

a) No tacks, staples or any other hanging instruments are permitted. No decorations are allowed to be hung from the ceiling or taped to the walls unless using fun tack or similar.

b) All tables are required to be covered with table covers that shall be provided by the Property Owner renting the clubhouse.

10. Noise Factor:

a) Live bands are permitted.

b) DJ's are permitted.

c) The noise level will be controlled by the permitted decibel level provided by Public Safety.

11. Areas not included for usage: The following is a list of areas that are not included in the booked function by the property owner(s) and their guests. The property owner booking this function will be responsible for overseeing this rule.

a) The indoor Swimming Pool, saunas, changing areas, showers and bathrooms.

b) The Pantry and its contents.

c) The entire kitchen area with the exception of the sink, microwave, counters and the refrigerator unless your insurance covers you.

1) Only approved insured caterers may use the kitchen. Property Owners may have use of the kitchen area including ovens and stove if they covered under their provided insurance.

12. Smoking: Smoking of any kind is strictly prohibited anywhere in or around the building. (Must be 20 feet away from entrance door).

13. Alcohol: Only those 21 & older are permitted to drink alcohol. Refer to paragraph 2 line c.

14. Building Clean-up: WLE is responsible for cleaning the Main Clubhouse before a function at the discretion of the General Manager. Property Owners are asked to leave the Main Clubhouse in the same condition it was in prior to their party. Please see basic guidelines below:

- a) The Main Clubhouse is to be cleaned up and left broom clean after the function.
- b) All garbage should be bagged and placed by the doors for Maintenance to remove.
- c) All tables are to be wiped down.
- d) Chairs are to be turned onto the tables. Excess chair should be stacked and placed around the outer perimeter of the room.
- e) If the kitchen is used, all counters and sinks should be wiped clean and any utensils, pots, etc. that were used are to be dried and returned to their proper place.
- f) Security will do a spot check after the function has ended upon lock up of the building.
- g) Maintenance will thoroughly check the Main Clubhouse the following day after the Party.
- h) If there is damage found to the Main Clubhouse, the property owner booking the party will assume the responsibility of said damage and proceedings under Section #4 of Deposits will commence.

15. All WLE rules and regulations are in effect as usual. It is the responsibility of the property owner booking the function to inform his or her guests of these rules.

16. All rules and fees can change at the Board of Directors discretion.

17. The property owner booking a function at the Main Clubhouse will read and sign a copy of this contract.

18. The property owner booking a function the Main Clubhouse will retain one copy and the Administration Office will retain a signed copy.

_____ Date _____
Property Owners Signature

Property Owner Print Name: _____ Lot & Section _____

Phone# _____ Date of use: _____ Amount of people _____ (refer to capacity #6)

Type of event _____ Is this event charging for any service: (YES) ____ (NO) ____

Name of person party is for _____ Amount of car passes needed _____

If Birthday – how old is birthday person _____ Will alcohol be served: (YES) ____ (NO) ____

_____ and _____
Authorized by General Manager Authorized by Office Manager

_____ Date

_____ Date

Kitchen Use

Will you be using a caterer: Yes _____ No _____

If Yes, Name: _____

Phone: _____

Will you be using the kitchen on a limited basis without a caterer: Yes _____ No _____

If you wish to use a caterer, you must provide the office with proof of their catering insurance as well as a list of references for final approval from the General Manager or Office Manager.

Office Use Only

Fee paid for kitchen use: Yes ____ No ____ N/A ____

Caterer approved: Yes ____ No ____

Authorized by General Manager

Date

and

Authorized by Office Manager

Date

INDEMNITY AGREEMENT

For good and valuable consideration, the receipt of adequacy of which is acknowledged,

The undersigned, _____

(hereinafter referred to as "Property Owner"), of

hereby agrees to indemnify, defend, and hold harmless Wallenpaupack Lake Estates Property Owners Association (hereinafter referred to as "Association") of 1005 Wallenpaupack Drive, Lake Ariel, Pennsylvania, and each of it's members, agents, servants, employees, officers and directors, from and against any and all claims, demands, liability, loss, damages, actions, judgments, costs and expenses, including but not limited to attorney fees, investigative and discovery costs and court costs which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence, use, activities, and promotions of any nature or otherwise of the Property Owner, his or her agents, servants, employee, licensees, or guests on or adjacent to the premises known as

_____ and located at

Wallenpaupack Lake Estates, Lake Ariel, Pennsylvania,

Including, but not limited to any claims for bodily injury or death of persons and for loss of or damage to property including, but not limited to, claims or loss by Property Owner, his or her agents, servants, employees, licensees, guests or any other person or entity.

Property Owner further agrees to provide Association written proof of Property Owner's insurance shall provide a minimum of two hundred fifty thousand (\$250,000.00) coverage for bodily injury and property damage per occurrence.

Made and executed this _____ day of _____, 20_____

By _____
Property Owner