

WINDSOR SQUARE CLUBHOUSE RESERVATION AGREEMENT

_____, a resident of Windsor Square, wish to reserve the Adult Lounge in the Windsor Square Clubhouse on _____, and hereby agree that I and my guests will abide by all Rules and Regulations governing the use of the Windsor Square Clubhouse. I certify my understanding and acceptance of the following provisions by initialing each item:

_____ **FEES: Payment must be attached to this agreement.**

A Refundable security deposit of \$100 and a Non-refundable fee of \$50.00 for each use (due at the time the reservation is made). Checks should be post-dated for the date of the function and made payable to: Windsor Square Homeowners Assoc. I, Inc. If the resident expects to reserve the Adult Lounge several times over a period of months, an undated check may be submitted to the Property Management company to cover the **security deposit** for each reservation until such time that all or part of the **security deposit** must be used to cover damages or cleaning. See "Refund of Security Deposit". The reservation agreement and your check should be mailed to: Windsor Square HOA c/o Crofton Perdue Assoc., Inc., 111 Marsh Rd. – Suite 1, Pittsford, NY 14534.

_____ **HOURS & OCCUPANCY LIMITS:**

Evening functions must end so that cleaning can be completed and the clubhouse vacated by 1:00 AM. Fire codes limit the use of the Adult Lounge to a maximum of 55 persons.

_____ **USE OF CLUBHOUSE FACILITIES:**

Only the Adult Lounge and kitchen can be reserved. The resident may allow guests to use other clubhouse facilities if they are available and are not being used by other Windsor Square residents. See "Responsibility for Damages" No portion of the clubhouse may be used for business or profit-making activities.

_____ **PERSONAL USE & ATTENDANCE:**

The use of the clubhouse is for resident's personal use and the resident signing this form must be in attendance during the entire time of the function. This responsibility may not be delegated to another person without the express consent of the Property Management company or its designee. The resident may not charge a fee or admission for attendance at the function.

_____ **PARKING:**

Parking is limited to the clubhouse parking lot and guest parking spaces only; and is not permitted in the fire lane immediately in front of the clubhouse, on the lawns, or in reserved or private parking spaces. The resident will remind his/her guests to arrive and leave quietly to avoid disturbing other residents of Windsor Square.

_____ **ALCOHOLIC BEVERAGE CONTROL:**

If alcoholic beverages are served in the clubhouse, the resident is responsible for its control and use and for the behavior of his/her guests. **Alcoholic beverages must not be served to individuals under the legal drinking age.**

___ **PETS:** No pets, except documented service animals, are allowed in the clubhouse.

___ **SMOKING/OPEN FLAMES:**

Smoking is not permitted in the clubhouse or anywhere on Windsor Square common ground areas, including the parking lots. This is a smoke free community.

No open flames are allowed in the clubhouse. This includes but is not limited to wax candles and Sternos.

___ **DECORATIONS:**

Use caution when hanging decorations. Do not use nails or any other items that puncture or otherwise damage the paint, walls, or woodwork. See "Responsibility for Damages".

___ **RIGHT TO TERMINATE:**

The Property Management company or its designee has the final authority to eject any attendee or to terminate any function which, in his/her opinion, has become disorderly, disruptive, a nuisance to other residents, illegal or hazardous in any manner. However, the hosting resident will be consulted in an attempt to resolve the problem quietly before any action is taken.

___ **RESPONSIBILITY FOR DAMAGES:**

The resident will be responsible for any and all damages, loss, or theft of any and all kitchen equipment, chairs, tables, lamps, drapes, or damages to the structure, or any damage, loss or theft of any and all other items available for use. If the resident has taken steps to override the clubhouse key fob access system, the resident is also responsible for any damage, loss, or theft that may be caused in any part of the clubhouse by individuals who are not invited guests.

___ **CLEANING:**

The clubhouse is to be as clean at post-function inspection as it was at the pre-function inspection. The specific responsibilities are:

- Kitchen: Equipment must be washed and put away, stove, oven, sink, and refrigerator cleaned, and perishable foodstuffs removed.
- Furniture: Returned to its proper place, all surfaces cleaned.
- Floors: Vacuumed in all rooms used and the hallway, kitchen floor washed, vinyl floors damp mopped. Hearth to be swept if fireplace is used, and the screen left closed.
- Trash: Trash, debris, and garbage to be in plastic bags, tied and left in the hall near the front door. Kitchen waste container to be emptied. Bathrooms to be tidy (papers picked up).

___ **REFUND OF SECURITY DEPOSIT:**

If post-function inspection reveals no damage or loss, and cleaning has been completed, the security deposit will be returned in full. If damage or loss has occurred, the deposit will be applied to the cost of repair and/or replacement and the resident will be billed for any costs that exceed the amount of the deposit. If cleaning as specified above ("Cleaning") has not been properly completed, an amount of \$25 for each area found deficient will be withheld and the remainder of the deposit refunded. At its discretion, the Property Management company or its designee may permit a specified amount of time for the resident to correct any cleaning deficiencies, after which another post-function inspection will be done.

SAVE HARMLESS:

The resident agrees that (s)he shall save the Windsor Square Homeowners Association I, Inc, and any employee or agent thereof, harmless against all injury, loss, claims, or damage to any person or property while on the premises arising out of use or occupancy of the premises by the resident, and from and against all injury, loss, claim, or damage to any person or property anywhere occasioned by any act, omission, neglect, or default of resident including the use and service of alcoholic beverages on the premises by the resident.

If Applicable:

I wish to use the fireplace at an additional fee of \$5.00 and request that it be turned on at _____AM/PM and understand that it must be turned off no later than 11:00PM.

This agreement cannot be assigned or amended without written authorization. I have read the provisions of this agreement and agree to abide by them.

Signature: _____ Date: _____

Address: _____ Phone: _____

Email: _____

FOR OFFICE USE ONLY

Date Received:

Reservation Agreement _____

Security Deposit _____

Fireplace Fee (\$5.00) _____

Inspection Date & Time:

Pre-Function: _____

Post-Function: _____