

CANDLEWOOD LAKE POOL FACILITIES RENTAL & USAGE POLICY AND CONTRACT

The purpose of this policy is to establish orderly and prudent guidelines and procedures for the use of Candlewood Lake Association Inc.'s (the "Association") Candlewood Lake Facilities by its membership, while also providing for protection and care of the Association property. This policy, and the Candlewood Lake Candlewood Lake Pool Facilities Rental and User Contract attached hereto, are collectively and expressly referred to and incorporated herein as the "Candlewood Lake Pool Facilities & Rental Usage Policy".

1. The Candlewood Lake Pool Facilities, which consists of the pool located at 7326 State Route 19, and the pool in Unit 4, Mount Gilead, Ohio, together with the tables and chairs located therein (collectively, the "Candlewood Lake Pool Facilities"), is for the private use of the Association members, in good standing and their guests, along with groups who receive written approval from the CWL General Manager under the terms of this Candlewood Lake Pool Facilities & Rental Usage Policy.

_____ *member's initials*

2. Association members, in accordance with this Candlewood Lake Pool Facilities & Rental Usage Policy, may rent the Candlewood Lake Pool Facilities for private parties or meetings by executing the Candlewood Lake Candlewood Lake Pool Facilities Rental and User Contract attached hereto.

3. When using the Candlewood Lake Pool Facilities, the Association member must provide the attendant at the gate with a list of all outside guests, the starting and ending times of the event, and the approximate number attending the event.

4. Association members who reserve the facility must accept the responsibility for payment of any fees associated with the event, the behavior of guests, and ***must be present during the entire event***. The using member(s) must sign the attached Candlewood Lake Candlewood Lake Pool Facilities Rental and User Contract, which include an Indemnification Agreement relieving the Association of any liability for property damage and personal accidents or injuries.

5. Association members renting or using the Candlewood Lake Pool Facilities will be charged for the cost of repair or replacement for any damages to the Candlewood Lake Pool Facilities caused by themselves or their guests.

6. Candlewood Lake Pool Facilities are available to be rented before or after regular business hours. Decorating and cleanup must be completed during these hours.

7. All rental charges must be paid in full at the time the reservation is made. Reservations must be made at least two weeks in advance of the event. Should the event be cancelled at least one week prior to the date of the event, the Association will refund the full amount of the deposit. Otherwise, any cancellation will result in the deposit being forfeited.

8. Cancellation refunds will be issued within 30 days of the cancellation. Refunds will be given only if the member is in good standing. The Association reserves the right to apply the refund or cancellation fee to any delinquent balances or fines owed by the Association member.

9. The Candlewood Lake Pool Facilities are inspected by the Association's Security each night for the protection of the Association and its members, as well as the protection of the Association's property.

Candlewood Lake Pool Rental Fees:

A. The cost to rent the Candlewood Lake Pool Facilities are \$125 for 2 hours or \$175 for 3 hours.

B. Security guard personnel can be present for the event at a cost of \$25.00 per hour per guard.

C. The Candlewood Lake Facilities are not secure facilities and therefore the Association is not responsible for any loss or damage to personal property or belongings of anyone using the Candlewood Lake Pool Facilities.

D. Directional signs for an event must be removed within 12 hours of the conclusion of the event or a violation of CLO-8 and/or CLO-9 will be issued.

USAGE RESTRICTIONS:

1. The Candlewood Lake Pool Facilities, according to the Candlewood bylaws, are for the use of Association members and their guests only (and others permitted under the terms of this Candlewood Lake Pool Facilities & Rental Usage Policy). Association Members may use it for themselves but may not contract for friends and others who are not members of the Association.
2. Pool, pool deck, picnic areas and restrooms need to be returned to condition prior to rental.
3. The Candlewood Lake Pool Facilities may not be rented on Memorial Day or Labor Day weekend (i.e. Saturday, Sunday, or Monday) or the Fourth of July. If the Fourth of July falls on a weekend, then it cannot be rented on Friday, Saturday, Sunday, or Monday of the holiday.

I have read the above information and understand that failure to abide by this Candlewood Lake Pool Facilities & Rental Usage Policy will result in loss of my security deposits and may result in additional charges to my account for repairs of damages, and/or additional cleaning and restoring requirements. Failure to pay these additional charges will result in the loss of privileges as described in the Candlewood Lake Deed Restriction P606.

Signature

Revised 07/2023

Date

CANDLEWOOD LAKE FACILITIES RENTAL & USER CONTRACT

Name _____ Unit _____ Lot _____

Address _____ City _____ State _____ Zip _____

Number of people expected _____ (The number of persons shall not exceed the posted occupancy limit.)

Number of dash passes needed from Security _____ (# of non CWL registered vehicles)

DATE OF RENTAL: _____ TIME OF RENTAL: _____

Harmon Lodge Pool: _____ RV Lodge Pool: _____

NOTE: RV LODGE POOL CAN NOT BE RENTED AFTER HOURS DO TO LIGHTING.

Under the adopted Candlewood Lake Facilities & Rental Usage Policy, you are responsible for the removal of trash.

| | | |
|------------------|---------|----------|
| <u>User Fee:</u> | 2 hours | \$125.00 |
| | 3 hours | \$175.00 |

This rate includes a pool manager and up to 2 lifeguards for up to 50 guests.

Additional fees will be charged for more than 50 guests.

Additional Fees:

Security

_____ # of security guards x _____ hours at \$25 each guard per hour
(In one hour increments only; no 1/2 hour increments) \$ _____

Total Cost \$ _____

By signing below, the undersigned agrees to be bound by the Indemnification Agreement attached hereto and incorporated herein by reference.

If you are serving alcohol, please be advised that you are responsible for your guests' actions and subject to the Alcohol Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement, which is expressly incorporated herein by reference. Please insist on designated drivers. All applicable Candlewood Lake ordinances will be enforced.

Signed _____ Home phone _____ Work phone _____

| | |
|---------------------------------------|-----------------------|
| For Office Use | |
| Deposit Paid By: _____ | Address: _____ |
| Amount \$ _____ | Date Received _____ |
| | Check Number _____ |
| Received By: _____ (CWL Office Staff) | |
| Refund Given: Date _____ | Amount _____ 7360-110 |

In consideration of the rental of the Candlewood Lake Pool Facilities, Renter/User of the Candlewood Lake Facilities agrees that He/She will release, defend, indemnify, and hold harmless the Owner, (Candlewood Lake Association. Inc., commonly referred to as the "Association," Candlewood" or "Owner"), and its officers, directors, agents, representatives, volunteers, and employees (the "Released and Indemnified Parties"), from and against to the fullest extent permitted by law any and all claims, losses, demands, liabilities, actions or causes of action, damages, awards, judgments, fines, lawsuits, or costs and expenses (including attorneys' fees and expenses incurred in defense of any Released and Indemnified Party), for bodily and/or personal injury, including death, or loss of use or damage to the Candlewood Lake Facilities, arising from or related in any way to the use of the Candlewood Lake Facilities by the User/Renter, and its Officers, Employees, Guests, Invitee or other persons present with the permission of the User/Renter, regardless of who is alleged to be at fault.

Renter/User further agrees that He/She is fully responsible for cleaning the Candlewood Lake Pool Facilities back to the condition in which the facility was found at the start of the rental period and all damage related to the use of the facilities and the below listed Equipment/Property, including cleanup and damage charges for other's property caused by the use of the below listed Equipment/Property. The Association has the right to clean and/or make repairs to the Candlewood Lake Pool Facilities and the Equipment/Property listed below and pass the charges to the Renter/User for payment and/or add the charges to the Renter/User's account. Regular collection procedures will then apply and may result in the Suspension of Privileges of Membership as described in P606 of the Candlewood Lake Deed Restrictions.

CANDLEWOOD LAKE FACILITIES EQUIPMENT OR PROPERTY BEING RENTED, USED OR BORROWED INCLUDES:

- 1. Candlewood Lake Pool Facilities**
- 2. Picnic Areas**
- 3. Restrooms**
- 4. Tables**
- 5. Chairs**

Renter/User is required to inspect the Candlewood Lake Pool Facilities and all the above-referenced Property/Equipment for proper safety and any pre-existing damage or any condition that may be unsafe, and to notify Owner immediately of any damage or unsafe conditions. Any conditions of which Owner has notice will be corrected by Owner prior to Use/Rent. Do not use any Equipment /Property not properly equipped or without required safety gear.

SIGNED _____ DATE _____
Renter

SIGNED _____ DATE _____
Candlewood Representative