

CANDLEWOOD LAKE 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 Facilities Rental and User Contract attached hereto, are collectively and expressly referred to and incorporated herein as the "Candlewood Lake Facilities & Rental Usage Policy".

1. The Candlewood Lake Facilities, which consists of the Lodge located at 7326 State Route 19, Mount Gilead, Ohio, together with the kitchen appliances and equipment, tables, chairs, book shelves and cases, decorations, and gaming equipment (i.e., pool tables, air hockey, ping pong, and similar equipment) located therein (collectively, the "Candlewood Lake Facilities"), is for the private use of the Association members, in good standing and their guests, along with Civic Groups who receive written approval from the CWL General Manager under the terms of this Candlewood Lake Facilities & Rental Usage Policy.

_____ *member's initials*

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

3. When using the Candlewood Lake 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 must sign the attached Candlewood Lake Candlewood Lake 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. Civic groups who are approved by the Association's General Manager may use the Candlewood Lake Facilities under the same conditions as a member. If the Association member is sponsoring a civic group, an official of the civic group (other than the Association member) must also sign the Candlewood Lake Candlewood Lake Facilities Rental and User Contract attached hereto. (Candlewood-based organizations (such as, but not limited to, Fishing & Boating, Mt. Tabor Trail) approved by the General Manager will have the fees waived

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

7. Candlewood Lake facilities are available to be rented from 8:00 A.M. to midnight.

Decorating and cleanup must be completed during these hours.

8. 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.

9. 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.

10. The Candlewood Lake 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 Facilities Rental Fees:

A. The costs to rent the Candlewood Lake facilities are \$300 per 4 hour event, and \$50 for each additional hour for the Harmon Lodge.

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 Facilities.

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

USAGE RESTRICTIONS:

1. The Candlewood Lake 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 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. Tables and chairs are not to be taken outside of the Candlewood Lake Facilities.

3. There is no guarantee as to how tables and chairs will be set up upon your arrival the day of your rental.

4. Civic groups may use the Candlewood Lake Facilities, if sponsored by a member, according to the terms outlined elsewhere in this Candlewood Lake Facilities & Rental Usage Policy.

5. An additional user rental fee of \$100.00 will be added to the regular rate when rented by a civic group.

6. The Candlewood Lake 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 and understand the above information and that failure to abide by this Candlewood Lake Facilities & Rental Usage Policy will result in loss of my security deposits and may result in additional charges to account for repairs of damages, and/or additional cleaning and restoring requirements. Any Security Deposit refunds will be issued within 30 days of the event. Failure to pay these additional charges will result in the loss of privileges as described in the Candlewood Lake Deed Restriction P606.

Signature

Date

Revised 06.2023

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: _____ am/pm to _____ am/pm

Under the adopted Candlewood Lake Facilities & Rental Usage Policy, you must be out of the Candlewood Lake Facilities by 12:00 midnight. You are responsible for the removal of trash. Use tape for fastening decorations. Do not use nails, staples, tacks, glue, or other adhesives. *Do not wax floors.*

<u>User Fee:</u>	Rental Fee Harmon Lodge	\$300.00 (4 hours rental)
	Additional Hours ___ x \$50/hour =	\$ _____
	Rental Deposit	\$250.00
	(Refundable if all terms of rental are met)	
	Civic Group additional fee	\$100.00
	Kitchen only lower level	\$ 50.00

Additional Fees:

Security

_____ # of 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 guest's 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 _____

Any security deposit refund will be issued within 30 days of the event.

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

CANDLEWOOD LAKE FACILITIES

In consideration of the rental of the Candlewood Lake 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 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 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 Facilities**
- 2. Kitchen Appliances & Equipment**
- 3. Tables (not to be taken outside of facility)**
- 4. Chairs (not to be taken outside of facility)**
- 5. Bookshelves & Cases on wheels (not to be moved)**
- 6. Wall & seasonal decorations (not to be moved)**
- 7. Gaming equipment (such as, but not limited to pool tables, air hockey, ping pong) (not to be moved)**

Renter/User is required to inspect the Candlewood Lake Facilities and all of 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

**Alcohol Release of Liability,
Waiver of Claims, Assumption of Risks,
and Indemnity Agreement**

I hereby acknowledge that Candlewood Lake Association, Inc. (commonly referred to as the "Association," "Candlewood" or "Owner") does not provide, sell, or serve alcoholic beverages for events held at the Association's Harmon Lodge or RV Lodge located at 7326 State Route 19, Mount Gilead, Ohio. I further hereby acknowledge and agree that the Association, and its owners, officers, directors, representatives, volunteers, operators, employees, agents and servants (collectively, the "Released" and "Indemnified Parties"), are not responsible or liable for any damages, personal or bodily injuries or death, to myself or third parties that relate to or result from providing, selling, serving or consuming alcohol by myself or others. I hereby agree to release, defend, indemnify and hold harmless 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 Indemnified Party), for any bodily and/or personal injury, including death, to anyone, or loss of use or damage to the Harmon Lodge or RV Lodge, arising from or related in any way to providing, selling, serving or consuming alcohol by or to anyone at the Harmon Lodge or RV Lodge during my rental of the Harmon Lodge or RV Lodge.

I further acknowledge and agree that should I consume alcohol at the Harmon Lodge or RV Lodger or on any other property owned by the Association, I am solely responsible for any and all damages and injuries suffered by myself or anyone else that relates to or results from said consumption to include, but not limited to, property damage, personal and/or bodily injury, death, disfigurement, or loss of consortium.

I further acknowledge and agree that should I provide, sell to or permit the consumption of, alcohol to family, friends, guests, or third parties at the Harmon Lodge or RV Lodge or at any other property owned by the Association, I am solely responsible for any and all damages and injuries suffered by myself or anyone else that relates to or results from providing, selling or said consumption of alcohol to others, to include, but not limited to, property damage, personal and/or bodily injury, death, disfigurement, or loss of consortium.

I further acknowledge it is against the law to serve, provide, or make available alcohol to anyone under the age of twenty-one (21). I swear and affirm not to provide anyone under the age of twenty-one (21) with alcohol. I further acknowledge that should anyone under the age of twenty-one (21) consume alcohol on the property owned by the Association, I am solely responsible for the safety and well-being of that individual(s).

I, on behalf of myself, my heirs, executors and assigns, have read this document in its entirety and agree with its terms. I have executed this document voluntarily, of my own free will and without any inducement.

Signed this _____ day of _____, 20____, at Mount Gilead, Ohio.

_____ Signature of Renter(s)

_____ Signature of Person(s) Providing Alcohol

_____ Signature - Candlewood Lake Association, Inc.

_____ Printed Name of Renter(s)

_____ Printed Name of Person(s) Providing Alcohol

_____ Printed Name – Candlewood Lake Association, Inc.