

## RV LODGE 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") RV Lodge by its membership, while also providing for protection and care of the Association property. This policy, and the Candlewood Lake RV Lodge Rental and User Contract attached hereto, are collectively and expressly referred to and incorporated herein as the "CWL RV Lodge & Rental Usage Policy").

1. The RV Lodge, 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 pool table located therein (collectively, the "RV Lodge"), 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 CWL RV Lodge & Rental Usage Policy .

\_\_\_\_\_ *member's initials*

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

3. When using the RV Lodge, 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 Lodge 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 RV Lodge Rental and User Contract, which includes 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 RV Lodge 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 RV Lodge Rental and User Contract attached hereto. (Any Candlewood organization approved by the General Manager will have the fees waived QUESTION: WHAT IS A "CANDLEWOOD ORGANIZATION".)

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

7. The RV Lodge is 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 RV Lodge is 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.

#### RV Lodge Rental Fees:

- A. The cost to rent the RV Lodge is \$125 per event, regardless of the length of the event
- B. Security guard personnel can be present for the event at a cost of \$25.00 per hour per guard
- D. The RV Lodge is not a secure facility and therefore the Association is not responsible for any loss or damage to personal property or belongings of anyone using the RV Lodge.
- E. 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 RV Lodge, according to the Candlewood By-Laws, is for the use of Association members and their guests, only (and others permitted under the terms of this CWL RV Lodge & 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 RV Lodge.
- 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 RV Lodge, if sponsored by a member, according to the terms outlined elsewhere in this CWL RV Lodge & 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 RV Lodge 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 CWL RV**

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Lodge & 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. 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 12/01/2021*

**CANDLEWOOD LAKE  
RV LODGE RENTAL & USER CONTRACT**

Name \_\_\_\_\_ Unit \_\_\_\_\_ Lot \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Number of people expected \_\_\_\_\_ (Maximum of 50 people)  
Number of dash passes needed from Security \_\_\_\_\_ (# of non CWL registered vehicles)

DATE OF RENTAL: \_\_\_\_\_ TIME OF RENTAL: \_\_\_\_\_

Under the adopted CWL RV Lodge & Rental Usage Policy, you must be out of the RV Lodge 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.	\$125.00
	Civic Group additional fee	\$100.00

Additional Fees:

security \_\_\_\_\_ # of guards x \_\_\_\_\_ hours at \$25 each guard per hour  
(in one hour increments only; no ½ 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 \_\_\_\_\_

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 RV Lodge, Renter/User of the RV Lodge 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 RV Lodge, arising from or related in any way to the use of the RV Lodge 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 RV Lodge and all damage related to the use of the RV Lodge 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 RV Lodge 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.

**RV LODGE EQUIPMENT OR PROPERTY BEING RENTED, USED OR BORROWED INCLUDES:**

- 1. RV Lodge**
- 2. Kitchen Appliances & Equipment**
- 3. Tables (not to be taken outside of facility)**
- 4. Chairs (not to be taken outside of facility)**
- 5. Book Shelves & Cases on wheels (not to be moved)**
- 6. Wall & seasonal decorations (not to be moved)**
- 7. Pool Tables (not to be moved)**

**Renter/User is required to inspect the RV Lodge and all of the above-referenced Property/Equipment for proper safety and any pre-existing damage or any condition which 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, 012761\000001\4831-0919-3726v1

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.