

ABERDEEN COMMUNITY CENTER RENTAL AGREEMENT

PLEASE NOTE . . .

KEYS ARE TO BE PICKED UP FROM JENNIFER DILALLA.
HER PHONE NUMBER IS 440-463-4590. ARRANGEMENTS ARE
TO BE MADE 48 HOURS PRIOR TO PICKING UP THE KEY.

This is an agreement between resident/host and Aberdeen Community Master Homeowners Association for the one-time rental of the Community Center located at 5891 Aberdeen Blvd.

NAME: _____

DATE RESERVED: _____

ADDRESS OF UNIT OWNER: _____

PHONE NUMBER: _____

THE FOLLOWING TERMS & CONDITIONS MUST BE MET TO USE THE COMMUNITY CENTER . . .

1. Reservations are made on a first-come, first-serve basis. After funds are received, reservation is confirmed.

2. In order to rent the Community Center, You MUST BE A UNIT OWNER AND BE PRESENT AT THE FUNCTION. THE UNIT OWNER MUST CALL TO SECURE THE DATE AND SEND THE CHECKS FOR BOTH THE RENTAL CHARGE AND THE SECURITY DEPOSIT. THE SECURITY DEPOSIT CHECK MUST BE RECEIVED AT THE SAME TIME AS THE RENTAL CHECK. THE UNIT OWNER MUST BE CURRENT ON ALL THEIR FEES IN ORDER TO RENT THE CENTER.

3. SIGNED CONTRACTS AND RESERVATION CHECKS MUST BE SENT IN NO EARLIER THAN SIX MONTHS IN ADVANCE AND NO LATER THAN THREE WEEKS IN ADVANCE.
4. CANCELLATIONS TWO WEEKS PRIOR OR LESS ARE SUBJECT TO A \$50.00 CANCELLATION CHARGE. Cancellations must be made by email to: Ttolar@westernreservepm.com. If you cannot email, you must send Teresa notice of cancellation in writing to that effect at WRPM, 1703 Brookpark Road, Cleveland, Ohio 44109.
5. Closing Hours – the Community Center must be vacated by 1 A.M.
6. Rental of the Community Center will be \$250.00.
7. An additional \$250.00 refundable security deposit must be placed on the Center at the time of rental. This deposit will be refunded less the cost of any cleaning, damages, or failure to observe room use rules contained in this Rental Agreement.
8. Maximum occupancy is 75 if tables and chairs are used. Maximum occupancy is 150 if only chairs are used. Seasonal use of the rear patio is included in the rental of the Community Center May through October.
9. Rental of the Community Center does not include the Fitness Center or Private Office. It also does not include the pool, pool deck, or tennis courts. If anyone is seen in the pool or tennis court areas, the police will be contacted.
10. Keys may be picked up no earlier than 10 a.m. on the day of the event unless other arrangements are made and must be returned to the drop-off box located in the foyer at the end of the event.
11. Please make sure all items from your event are removed and that the furniture has been returned to its original location at the close of your event. The room and facilities are to be cleaned before

dropping off the keys in the box. The Community Center is a community facility. As such, the property shall be used respectfully. Glitter, confetti, Silly String, rice and similar products are prohibited both inside and outside of the building. **Initials:** _____

12. The Association, its Management Company, and insurance carrier shall be held harmless and have no liability or responsibility should the resident/host or any guest suffer personal injury or property damage while using the Community Center or other common areas within or as a result of said use.
13. Possession and/or use of illegal drugs will not be permitted. Alcoholic beverages will not be served or consumed by minors (under twenty-one [21] years of age). **NO GAMBLING IS ALLOWED.**
14. The unit owner must be present at all times during the party.
15. The resident/host is fully responsible for the conduct and behavior of guests. The room is under electronic surveillance. The resident/host will reimburse the Association if damage exceeds the Security Deposit, and in full for any damage to Association property or the property of other residents resulting from the actions or negligence of the resident/host or guests.
16. The resident/host is responsible for securing the Community Center immediately after the event. The Center must be secured by 1:00 a.m. This includes inspecting the area for hidden hazards, such as the stove being left on. Make certain all of the exterior locks are in place. The resident/host is fully responsible for any and all property damage or personal injury resulting from failure to adequately secure the Center. Check to make certain heat is set at 60° or A/C is off. Please remove all items from freezer and refrigerator, with the exception being that ice cubes can be left in the freezer. Should needed maintenance service be discovered during your event, please leave a note in the key return box. **Initials:** _____

17. The resident/host is responsible to inform their guests not to park in any unauthorized spaces, such as fire lanes.
18. Attached Assumption of Risk and Waiver of Liability Relating to Coronavirus/COVID-19 pages MUST BE SIGNED to reserve the Community Center and/or related areas.

I (We) the undersigned resident(s) of the Aberdeen Community Master Homeowners Association have read and understood all of the above agreement and will follow all of the terms and conditions, as well as advise our guests of the rules.

I (We) also understand that failure to do so may result in a forfeiture of any and all deposits.

SIGNATURE OF RESIDENT/HOST

PRINTED NAME

DATE

SEND SIGNED RENTAL AGREEMENT AND TWO (2) CHECKS:
One (1) check for \$250.00 security deposit
One (1) check for \$250.00 rental fee

MADE PAYABLE TO: Aberdeen Community Master HOA

SEND TO:

Western Reserve Property Management
Attn: Teresa Tolar
1703 Brookpark Road
Cleveland, OH 44109

PLEASE CALL TERESA AT 216-749-6300 EXT. 136
IF YOU HAVE ANY QUESTIONS.

ADDRESS: _____ ASSOCIATION: _____

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

ABERDEEN COMMUNITY CENTER WAIVER

The novel Coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The Aberdeen Community Master Homeowners Association has put in place preventative measures to reduce the spread of COVID-19; however, Aberdeen Community Master Homeowners Association cannot guarantee that you, your spouse, your child(ren) or other family members or others with whom you have contact will not become infected with COVID-19. Further, attending and/or participating in any use of the Community Center and/or related areas could increase risk to you, your spouse, your child(ren), other family members or others with whom you have contact of contracting COVID-19.

1. By signing this Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, my spouse, my child(ren), other family members or others with whom we have contact may be exposed to or infected by COVID-19 by attending and/or participating in any use of the Community Center and/or related areas, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to the Aberdeen Community Master Homeowners Association Board of Directors, employees, volunteers, and any other participants and their families.
2. I voluntarily agree to assume all of the foregoing risks, both known and unknown, and accept sole responsibility for any injury to me, my spouse, my child(ren) or other family members including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense of any kind, that I, my spouse, my child(ren) or other family members may experience or incur in connection with my and/or my child(ren)'s attendance and/or participation in any use of the Community Center and/or related areas. On my behalf, and on behalf of my heirs, assigns, personal representatives and next of kin, I hereby release, covenant not to sue, discharge, and hold harmless the Aberdeen Community Master Homeowners Association, its employees, agents and representatives and other participants, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this Assumption of Risk and Waiver includes any Claims based on the actions, omissions, or negligence of the Aberdeen Community Master Homeowners Association, its employees, agents and representatives and other participants, whether a COVID-19 infection occurs before, during, or after attending and/or participating any use of the Community Center and/or related areas.

FOR ADULTS:

Printed Name _____

Signature _____ Date _____

FOR MINORS UNDER AGE 18 AT THE TIME OF SIGNING

Printed Name of Parent/Guardian _____

Signature of Parent/Guardian _____ Date _____

Printed Name(s) of Minors under the age of 18 _____

**ABERDEEN
COMMUNITY CENTER
ROOM USE RULES & INFORMATION**

1. The keys that you have been provided with will give you access to the front door and the lobby door. Those should be the only two doors that are locked for which you will need keys.
2. The Alarm System has been turned off to all unlocked areas. **PLEASE DO NOT TRY TO ACCESS THE PRIVATE OFFICE OR ANY OTHER LOCKED AREAS.**
3. The 15 tables (6 feet) and 80 chairs are stored in the room across from the coat closet and next to the Board Room. Please return the tables and chairs to this room after your party.
4. There are three thermostats located in the Community Center:
 - a. In the hall next to the coat closet – operates main party room area
 - b. In the Children’s Room – operates this room
 - c. In the Game Room off the Main Room – operates restrooms & Game Room
5. Kitchen appliances available for your use are as follows: warming oven, microwave and refrigerator. **THERE ARE NO COOKTOP BURNERS PROVIDED BY ABERDEEN.**
6. There is a vacuum cleaner for your use located in the same room as the 6-foot tables and chairs for your convenience. Please empty the vacuum after cleaning the carpet.
7. There is a dumpster located outside of the kitchen door. Please put all trash in plastic bags (we do not provide plastic bags) and place in the dumpster. Please do not leave any garbage bags on the ground. **IF YOU HAVE BOXES, BREAK THEM UP BEFORE THROWING THEM INTO THE DUMPSTER. REMEMBER TO CLOSE DOORS AND**

LID ON THE DUMPSTER AFTER USE.

8. Please make sure that you lock any door that you unlocked:
 - a. Patio Doors – Main Room and Game Room
 - b. Kitchen Door leading to outside
 - c. Front Door & Lobby Door
 - d. Door leading from Hallway to Bathrooms

9. In accordance with Community policy, no candles, glitter, confetti, Silly String, or similar items that leave residue in the room are permitted. Forfeiture of deposit plus additional cleaning charges to remove residue from carpet and furniture will be assessed to any owner found in violation of these room rules.

10. Upholstered furniture is not to be taken outside of the Community Center.

11. PLEASE TURN OFF ALL LIGHTS THAT YOU HAVE TURNED ON, INCLUDING BATHROOM LIGHTS. THERE ARE TWO LIGHTS THAN REMAIN ON – ONE IN THE KITCHEN AREA AND ONE IN THE CARD ROOM WITH THE THREE TABLES AND 12 CHAIRS.

12. SHUT OFF AIR CONDITIONING AT THE END OF YOUR PARTY. IF YOU RENT THE ROOM DURING HEATING SEASON, SET THE THERMOSTATS TO 60° ON AUTOMATIC SETTING. FAILURE TO DO SO WILL RESULT IN \$30 DEDUCTION FROM YOUR SECURITY DEPOSIT.

13. Rear Patio is part of Community Center rental. There are 9 tables and 36 chairs provided. Furniture is to be reset upon completion of your party.

THANK YOU FOR TAKING THE TIME TO READ THIS INFORMATION. WE HOPE THAT YOU AND YOUR GUESTS ENJOY YOUR PARTY AND THE COMMUNITY CENTER.

*ABERDEEN COMMUNITY
MASTER HOMEOWNERS ASSOCIATION*

**ABERDEEN COMMUNITY CENTER
CHECKOUT LIST**

- Kitchen Cleaned**
- **Refrigerator**
- **Oven**
- **Microwave**
- **Dishwasher**
- **Cabinets**
- **Countertops**
- **Floors**
- **Trash Emptied, Cans Cleaned**
- **Lights Off**
- **Door Locked**

- Furniture in Original Locations**

- Carpet Vacuumed**

- Decorations Removed (including tape)**

- Tables Wiped, Chairs Cleaned**

- All Doors Locked**

- Balloons Popped & Tape Removed**
(Balloon Popper in Storeroom)

- Signs/Balloons at Entrances Removed**
(including Signs at Aberdeen Boulevard)

- Patio Tables/Chairs Reset**

- Trash Removed**

- Thermostat Reset at 60° & A/C Off**