

# WOLF CREEK MAINTENANCE CORPORATION

## COMMUNITY ROOM RESERVATION POLICY & PROCEDURES

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The following Community Room Reservation Policy & Procedures is adopted by the Board of Directors to ensure the enjoyment of the community room area for all residents of the Wolf Creek Maintenance Corporation. The Board shall have the discretion to divert from these general guidelines under varying or unique circumstances and situations.

**Please note that any violation of the Policy & Procedures may result in the forfeiture of security deposit and future use of the community room.**

1. **Rental Fee/Security Deposit:**
  - A. **Rental fee:** \$100.00 per event. Rental Fee is Non Refundable
  - B. **Security Deposit:** \$150.00. Security deposit is refundable if there is no damage or extraordinarily cleaning required.
  - C. Party or activity is limited to a 5-hour maximum.
  - D. You must reserve the community room through the on-site staff in the Community Center office.
2. **Use:** The community room is strictly for social type events. The room is not to be used for any commercial purposes, meeting to market, selling of any product and/or service for profit or nonprofit enterprises, public or private. Community room is for owners, residents and their invited guests only.
3. **Hours of Use:** Monday through Sunday. 8:00 AM - 7:00 PM. Because the community room has an alarm system the event and clean up must be completed no later than 7:00 PM.
4. **Capacity: MAXIMUM THIRTY (30) PEOPLE PER EVENT.** The rental of the community rooms only gives the renting party exclusive use of the community room. All remaining areas in the Community Center are to be left available for other users, including barbeques, (Exception) the Barbeque immediately adjacent to the community room. Other barbeques, and outdoor tables and chairs cannot be reserved. These amenities are for everyone's use and enjoyment.
5. **Decorations:** Taping, pinning, or otherwise placing of decorations to the wall or ceilings is not permissible. Table decorations, stand-alone displays, or balloons that could be tied to chairs, etc are acceptable.
6. **Music:** No live music. DJ is permissible; however, the volume must be kept to a reasonable level. The DJ must be inside the community room and not in the pool area or other community areas.
7. **Trash:** Those renting the community room are required to haul away their own trash from their event. The receptacles in the pool and BBQ areas shall not be utilized for disposing of your trash.
8. **Guest Responsibility:** All owners/residents are responsible for their guests and their actions while renting the community room. There should be no sports or rough play in the community room or pool areas.
9. **Wet Attire:** Is not permitted in the community room at anytime.
10. **Jumpers:** Jumpers, bounce houses, or other inflatable jumping devices are NOT allowed within the community center or community center parking lot.

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11. **Monitored by Surveillance Camera:** The Association maintains surveillance cameras and related equipment covering portions of the common areas, including the community room. The cameras are not directed at or focused on individuals or individual residences. The purpose of the surveillance equipment is to record activities taking place on the common areas to deter and capture violations of the Association's governing documents and damage to Association property. The surveillance cameras are NOT intended to provide security to any resident's or guest's person or property. Residents and guest shall continue taking all reasonable steps to ensure their own personal safety and security of their persons and property. The common area activities captured by the surveillance cameras may be used in case of damage to Association property or for other Association use.
12. **No Smoking/No Alcohol. NO SMOKING ALLOWED IN THE COMMUNITY AREA FACILITIES,** including vaping, or any device that emits smoke, vapors, whether color-less, or odor-less, or otherwise. No alcohol or glassware is permitted within the community center.
13. **Violations:** If you are observed to be in violation of these provisions, your party may be shut and your \$150.00 deposit will be forfeited.
14. **Holidays:** During the following holiday and holiday weekends the community room will not be available for rental due to an undue burden on the community facilities: Holidays - Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve and New Years Day.
15. **Right to Deny:** The Association reserves the right to limit size and/or deny party requests.
16. **Insurance:** Renting of the facilities will require proof of insurance, with minimum limits of at least \$1,000,000 and naming Wolf Creek Maintenance Corporation AND Avalon Management Group, Inc. as an additional insured with the same limits as the named insured. Prior to confirming a reserved date, resident must submit proof of the required insurance with at least one day insurance covering the day of rental.
17. **Security Guard.** The Association may request a licensed security guard at requesting resident's expense for the duration of the event. If requested, it is the resident's sole responsibility to arrange for this service, and resident must provide the Association in writing the name and contact for the security company and name of the guard(s) that will be in attendance at the event at least 48 hours in advance of the event. If written notice is not timely received, the event will be cancelled.
18. **Outside Caterers and Vendors.** Outside caterers and vendors may be used for the Event, provided that the caterer/vendor is licensed and maintains an "A" Rating with the Department of Health and has, and will provide, copies of its insurance for liability, workers compensation, or any other applicable insurance at least 48 hours prior to the event.
19. **Assignment of Agreement.** Owner may assign his or her rights to use and reverse the room to a resident or tenant and such resident or tenant will be subject to all requirements and terms herein. Such resident shall also be a party to this agreement and must execute. The reserving person must include the owner if a tenant or non-owner person wishes to reserve the room. Nevertheless, the owner shall remain a party to this agreement and bear full responsibility for its compliance and be fully liable for any breaches or violations. The owner or resident must be present at all times during the reserved use and times. Owners/residents shall be responsible for the conduct of all guests and liable for any damage to property caused by their guests and related to the event and use.
20. **Attorney's Fee.** The prevailing party in any judicial action or proceeding, including mediation or arbitration, connected with or arising out of this agreement and use of the Association's facilities, shall be entitled its attorneys' fees and costs.

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I have read, understand and will abide by the above Community Room Rental Rules. On behalf of myself, my guests, family, and invitees (“Parties”), we hereby fully **RELEASE, WAIVE AND DISCHARGE** the Association, its members, directors, officers, representatives, administrators, agents, partners, employees, attorneys, insurers, successors and assigns, **FROM ANY AND ALL PAST, PRESENT OR FUTURE CLAIMS, DAMAGES, ACTIONS AND CAUSES OF ACTION, OF WHATEVER KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, INCLUDING, BUT NOT LIMITED TO, CLAIMS BASED ON ACTIVE OR PASSIVE NEGLIGENCE AND/OR WRONGFUL DEATH**, based on, arising out of or in connection with or use of the Association’s community room, pool area and facilities. Further, the Parties hereby agree to **INDEMNIFY and HOLD HARMLESS** the Association, its members, directors, officers, representatives, administrators , agents, partners, employees, attorneys, insurers, successors and assigns, **FROM ANY AND ALL CLAIMS, DAMAGES, ACTIONS, CAUSES OF ACTION, LIABILITIES, LOSSES, COSTS, ATTORNEYS' FEES AND ANY OTHER EXPENSES** based on, arising out of or in connection with use of the Association’s community room and pool facilities.

\_\_\_\_\_  
Owner - Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Resident/Tenant - Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number