

Merrimac Homeowners Association

Rules, Restrictions and Policies for Merrimac Clubhouse And Recreational Facilities

It is the goal of the Board of Directors to protect each Owner's investment in common amenities, maintain them in a manner that will enhance the comfort and enjoyment of all persons using these facilities, and to provide a safe environment. Each Rule and/or Restriction stated herein is designed to accomplish that goal.

The Merrimac Homeowners Association owns and maintains the Clubhouse and associated Recreational Facilities for the enjoyment and use of members of the Merrimac Homeowner's Association. A member of the Merrimac Homeowner's Association must accompany guests at all times. This Merrimac Clubhouse is not a "Public" facility and therefore is not under the purview of the ADA. The main entry to the building does not include a ramp. If you or a guest requires an alternate point of entry from the main entry, accommodations will need to be made in advance, as no alternate entry points exist outside of the swimming pool enclosure.

Owners (members of the Association) are financially responsible for any damage caused to the Clubhouse and associated Recreational Facilities by the acts or omissions of an Owner or his/her guests. The Association strictly prohibits any illegal activity on Association property.

Clubhouse Reservation Policy & Procedures

Members of the Merrimac Homeowner's Association over 18 years old may reserve the Clubhouse. Reservations must be made in advance by contacting clubhouse rental coordinator, Matt Lutz, **via e-mail** at Matt@mymerrimac.com or via the clubhouse rental reservation option on the web site www.mymerrimac.com. Members must be current on their dues to be allowed to rent the clubhouse.

No reservation shall be made for a date more than six (6) months in advance, or on a permanent basis, without prior approval from the Board of Directors of the Merrimac Homeowner's Association.

The cost to reserve the Clubhouse is \$100.00 with an additional refundable \$150.00 security/damage deposit due at the time of reservation.

Only checks or money orders will be accepted for rentals and deposits.

A separate check and/or money order shall be submitted for both the rental fee and the security/damage deposit.

Checks and/or money orders shall be made payable to Merrimac Homeowner's Association.

Due to increased interest in renting the clubhouse **the following must be received** by the Association's clubhouse rental coordinator (currently Matt Lutz, 14811 Warner Trail, Westfield, IN 46074) **within two (2) calendar days of notification that your desired date is available, or your reservation will be canceled.**

- Initialed, HARD COPIES of all pages of **Merrimac Homeowners Association Rules, Restrictions and Policies for Merrimac Clubhouse And Recreational Facilities (pages 1-3).**
- A full executed copy of **the Merrimac Clubhouse Rental Acknowledgement and Agreement (page 4).**
- The \$100 rental fee (made payable to Merrimac HOA)
- The \$150 security/damage deposit (made payable to Merrimac HOA).

There are no exceptions to this policy. Reminders to submit documents and payment will not be provided.

Additionally:

- 1) Minors under the age of 18 shall be accompanied by an adult at all times while in the Clubhouse.
- 2) No pets shall be permitted in the Clubhouse at any time.
- 3) No smoking shall be permitted in the Clubhouse and adjoining restrooms facilities.

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- 4) Banners, signs, decorations, etc. shall not be glued, nailed, tacked or otherwise attached to the walls, ceilings or woodwork in a manner that causes damage to the Facilities. **Tape may not be applied to any drywall.** It is the Owner's responsibility to remove any and all tape or tape residues which remain after removal of decorations.
- 5) Music and/or other noise shall be maintained at a low level so that nearby homeowners are not inconvenience
- 6) Owner is responsible for closing and locking all windows and doors in the Clubhouse and Facility.
- 7) All events shall be concluded by 11:00 p.m. Sunday – Thursday and 11:59 p.m.. on Fridays and Saturdays.
- 8) **POOL ACCESS:** Rental of the clubhouse facility **DOES NOT INCLUDE** access to the pool. Normal guest policies will be enforced by the lifeguards during normal operating hours of the pool. In the event you would like access to the pool after normal operating hours, the host of the event is required to have a certified life guard on deck at all times. Arrangements for guards can be made (schedule permitting) through the Association's pool management company with a minimum of 2 weeks notice. Owner(s) and their guests release, indemnify, and hold harmless the Merrimac Homeowner's Association Inc., its members, agents, attorneys, successors and assigns of any liability in the event of injury or death as a result of any person accessing the pool or pool deck during any event.
- 9) **Thermostats:** There is one thermostat located in the hallway to the Men's restroom. Owner(s) shall not set the air conditioning below 68 degrees in the summer and above 70 degrees in the winter. Owner(s) shall reset the thermostat to 80 degrees in the summer and 60 degrees in the winter. Please leave the fan switch in the "AUTO" position (**do not turn the fan "on"**).
- 10) **Cleaning and Restoration:** Owner is responsible for restoring the Facility to the condition in which it was delivered. Owner shall provide a general cleaning including (but not limited to):
 - a) Sweeping/vacuuming of all floors in the building.
 - b) Wiping down all table tops and countertops in the building.
 - c) Removing all trash from your event, including trash receptacles in the restrooms.
 - d) Removal of all food/drinks from your event.
 - e) Removal of all decorations from your event.
 Cleaning must be completed immediately following the conclusion of your event. Incomplete cleaning and restoration will result in the forfeit of the security/damage deposit.
- 11) **Maintenance Problems:** Should you incur maintenance problems during your rental, please contact Management Company. Phone numbers are listed next to the sink and phone. Owner(s) is responsible for all damages that occur during and immediately after the rental period.
- 12) The Merrimac Homeowner's Association, its directors, agents and employees are not responsible for any property (personal or otherwise) that is brought onto the clubhouse grounds by or on behalf of the Owner(s), its agents, employees, or guests. The Owner(s) is (are) responsible for securing the clubhouse, and its possessions, throughout the Rental Period. Owner(s) allow(s) all other persons onto the Merrimac property, during the rental period, at the risk or liability of the Owner(s).
- 13) **Pay Per View:** If during the Rental Period, you wish to view any cable programming which is displayed on a pay-per-view basis, payment must be received in advance of the Rental Period and arrangements for access to the pay-per-view programming must be made no less than 3 days in advance of the Rental Period.
- 14) Owner shall complete a checkout checklist to confirm all cleaning and restoration responsibilities have been properly performed. This fully completed form shall be returned with the key.
- 15) **Return of or Forfeiture of the Security/Damage deposit and other charges:** Owner's security/damage deposit will be returned following the rental period provided:
 - a) There is no damage to the Clubhouse and Facility that did not exist at the time the Owner(s) took possession of the Clubhouse and Facility,
 - b) The Facilities are cleaned as described in section 10 above and
 - c) The key is returned immediately following conclusion of the rental period.

In the event sustained damages exceed the security/damage deposit, Owner(s) agrees that within 30 days of notification of actual charges incurred by the Association, Owner(s) will pay any and all additional expenses related to restoring the Facilities to the condition in which the Facilities were delivered to Owner. Owner further agrees that any charges not paid within 30 days of notification of charges shall incur interest at a rate of 18% per annum.

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INDEMNIFICATION & LIABILITY

By virtue of renting any facility commonly owned by the Merrimac Homeowners' Association, the Owner agrees to indemnify and hold harmless the Association for any and all costs and expenses suffered or incurred, including attorney fees, by reason of liability arising from any act or omissions by the Owner and his or her guests and invitees in the exercise of the rights granted by this lease or by reason of any non-performance or non-observance of any of the obligations herein provided in this lease. The Owner further waives and releases all claims, suits, demands and causes of action against the Association and its Board Members arising from any injury or damages, however caused sustained by the Owner and his or her guests and invitees on or about the premises.

CANCELLATION DUE TO EVENTS BEYOND ASSOCIATION'S CONTROL

In the event that the Association's Directors or agents determine that it is necessary to cancel an event due to emergency circumstances, including, but not limited to, loss of power, water, functional plumbing, fire, natural disaster or local, state or federal emergency, the Association shall not be liable for any expenses or damages incurred by the Owner for failure to provide the venue on the assigned date. In the event such an event occurs, the Association shall either (1) issue a refund of the rental fee and deposit or (2) reschedule the event to another date in the future, subject to availability, and offer one free rental for the future, subject to availability.

KEY PICK UP AND RETURN:

The key to clubhouse will be available for pick up the morning of your reservation (approximately 8 am).

Arrangements to pick up the key **MUST BE** made with the clubhouse rental coordinator (currently Matt Lutz, via e-mail at Matt@mymerrimac.com or via telephone at 317-439-5444, 24-48 hours before your rental. We apologize, but access in advance of your event is usually not possible due to scheduling conflicts. Upon completion of your event, the clubhouse key shall be immediately returned to the mailbox (or an otherwise specified location) of the clubhouse coordinator who made the key available to you. Failure to return the key immediately following your event will result in Owner's deposit being forfeited.

CLUBHOUSE INVENTORY & SUPPLIES:

Your clubhouse rental fee includes the use of the following inventory and supplies.

- (3) approximately 4'x10 tables (green top)
- 2 Sofas
- 1 Coffee table
- 4 Accent chairs
- 2 End tables
- 36 folding chairs
- 48" LCD TV with remote control
- Comcast Cable box and remote control
- DVD player and remote control
- PC cable connected to the TV.
- Card/Bumper pool table and 4 pool cues
- 4 folding card tables
- Refrigerator
- Microwave oven
- Electric oven/range
- Cleaning Supplies including but not limited to: Broom, dustpan, vacuum, paper towels, trash bags
- Restroom Paper Products
- Hand and Dish Soap, Dishwasher Detergent
- Sidewalk Salt

All other supplies in the clubhouse belong to either the Association, the Association's Social Committee or the Merrimac Swim Team and **are not for the use of you or your guests during your private event.**

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Merrimac Clubhouse
Rental Acknowledgement and Agreement

14828 Chamberlain Drive, Westfield, IN 46074

“Rental Period”. The Rental Period shall commence at 8:00 A.M and conclude at 11:59 P.M. on _____, 20__.

Any reference to “Owner” shall mean the Home/Lot Owner’s whose signature is provided below. Any reference to “Association” shall mean the Merrimac Homeowner’s Association Inc.

In consideration of the fees and the rental of facilities, the undersigned hereby acknowledges and agrees as follows:

- 1) I have reviewed the Rules, Restrictions and Policies for Merrimac Clubhouse and Recreational Facilities, which are incorporated herein by reference, and agree to comply with all rules pertaining to the usage of facilities, including any special rules communicated to me by any Board member and any rules or policies adopted by the Board of Directors of the Merrimac Homeowner’s Association.
- 2) I understand and agree to assume responsibility for any and all damage to person(s) or property arising out of the use of this facility, including any damage to or theft of inventory, equipment, or furnishings in the facility and hereby acknowledge that the inventory, equipment, and furnishings in the facility were received in good working condition.
- 3) I agree to return the facility to the Association in the same physical condition which existed before my occupation of the facility and I further agree to follow all rules regarding trash removal, decoration removal, heating, air conditioning, lighting and security.
- 4) I agree to indemnify and hold harmless Merrimac Homeowner’s Association and its Board of Directors, agents, employees and members, from and against any liability, including attorney fees, that may arise from any act or omission, however caused, by the Owner and his or her guests and invitees, including any liability that may arise by virtue of alcoholic beverages that may be consumed or possessed on or near the premises. I further agree, waive, and release the Association from claims, suits, demands and other causes of action against the Association and its Board Members arising from any injury sustained by Owner and his or her guests and invitees on or about the premises.
- 5) **Cancellation:** In the event of a cancellation, a cancellation fee of \$25.00 will be charged and deducted from the refund of the rental fee.

The Undersigned hereby **ACKNOWLEDGE AND AGREE** to the above terms and conditions this _____ day of _____, 20__.

X _____

X _____

Merrimac Homeowner (“Owner”)

Printed Name _____

Address _____

Westfield, IN 46074

Telephone _____

Printed Name _____

Address _____

Westfield, IN 46074

Telephone _____