

## White Birch Lakes Recreational Association

<b>TITLE</b>	<b>DATE</b>
Amenity Rental Policy	09/12/13 (revised) Rev. 3/14/2020
<b>POLICY X</b>	<b>CATEGORY</b>
<b>PROCEDURE</b>	<b>ATTACHMENT no WBLRA #018</b>
<b>APPROVED BY</b>	<b>POLICY PAGES 4</b>

*Sharon Bridges, Pres*

**Policy:**

Pursuant to the purposes of the Association (as stated in the C & R Section 1B "to promote pleasure, social recreation and sports activities for its Members"), that Members in good standing be allowed to reserve the Clubhouse, Pool or Pavilion without a rental fee to host an activity that benefits the "safety, health, or welfare" of our Membership, provided that said activity is open to all Members/Guests in good standing of the Association with or without participation fee, with the exception that if a Member in good standing wants to reserve the Clubhouse, Pool or Pavilion for a private event not open to all Members of the Association, this Member shall have the option to "bump" the activity with no less than one week notice and will be responsible for the rental fees that are currently in effect. In all cases, the Member who reserves the space is accountable for the behavior of the participants and all damages, should any occur, and be responsible for the set-up and clean-up (Source 08/2010 minutes).

All Clubhouse/Amenity rental deposits are nonrefundable within 30 days of the event unless the day is rented by another Member; then the original Member would get his/her deposit back (Source 09/2010 minutes).

No private rental shall be allowed on holiday weekends. Rental of the Clubhouse/Amenity will be based on availability. All parties must be scheduled and approved by the Association Supervisor and are subject to the following fees and regulations. Payment for Clubhouse/Amenity rental must be from the Member. There will be a security deposit of \$50.00 for each party. The sponsoring Member is responsible for clean-up and any damage to the facilities that may occur.

Two separate checks are required: a check for the actual rental amount and a separate check for the \$50.00 security deposit. After the event, if the clean-up of the facility is satisfactory, the \$50.00 security deposit check will be returned to the Member or shredded as indicated following. The Member must also sign this policy. Payment and/or signatures from Guests will not be accepted.

Parties may be scheduled during regular operating hours by a Member of the Association in good standing, as defined in the White Birch Lakes Recreational Association By-Laws. Use is subject to the safety and capacity as established by the Clare County Health Department. Parties may be scheduled during non-operational hours if a qualified Clubhouse Attendant is available for the event hours. The Member responsible for the event will be responsible for the Clubhouse Attendant's wages in addition to the rental and security fees.

Parties are to be scheduled in three-hour time periods to a maximum of nine hours. Curfew is midnight and no party shall exceed this time.

The following rooms/Amenities are available for rental:

- Dining Room (40–person maximum capacity) \$25.00 for 3 (three) hours (all day rental will be \$50.00)
- Fireplace Room (40–person maximum capacity) \$25.00 for 3 (three) hours (all day rental will be \$50.00)
- Both rooms may be rented together for \$40.00 for 3 (three) hours (all day rental will be \$80.00)
- Pavilion \$25.00 for the day
- Swimming pool \$125.00 for 3 (three) hours

The Clubhouse, Kitchen and Swimming Pool may also be used during Pool operational hours at no additional fee; however, the party shall not have exclusive right to use of the Pool. During non–operational hours, the Pool may be rented at \$ 125.00 for 3 (three) hours if a qualified Pool Attendant (requirement of DEQ) is available for the event hours. The Member responsible for the event will be responsible for the Pool Attendant's wages in addition to the rental and security fees. The following rules must be adhered to:

- No more than 60 (sixty) persons (maximum capacity) in the pool at one time. Pool capacity is subject to the limits as set by the Clare County Health Department.
- There shall be 1 (one) adult (over 18 years of age) for each 8 (eight) minors using the pool.
- Posted rules must be obeyed when using the pool or related facilities. This includes no food or beverages allowed in the pool area at any time.

The Member or Associate Member must be present for the duration of the party. In reference to Associate Member, this refers to the Spouse of the Member or Co–Owner.

No alcoholic beverages can be SOLD at a function. If alcoholic beverages are to be SERVED (does not include BYOB), the renting Member must provide a Certificate of Host Liquor Liability Insurance Policy for the rental period. (A sample is attached)

All decorations (putting up and removing) shall be the responsibility of the Member requesting the permit. Any odd or unusual decorations will have to be specifically approved. All decorating plans shall be made so as to cause no damage or leave any residue.

Clean–up responsibility of the said Member shall be the removal of all personal property, equipment and decorations that said Member, or his/her Guests brought to the Clubhouse. The Clubhouse shall be left in the condition it was prior to the event. If the clean–up of the facility was not done to the satisfaction of the Association Supervisor and Clubhouse/Pool Attendant, then all or a portion of the security deposit will be retained for proper clean–up.

Said Member acknowledges that nothing in this agreement shall preclude the Association from pursuing any and all remedies traditionally reserved in law and equity, including, but not limited to, suits for damage or liability suffered by the Association.

A master calendar shall be kept by the Association Supervisor that contains the schedule of events of the Association and the dates and times the facilities may be available for personal and private use by a Member and his/her Guests on a first come first serve basis. The Association recommends that arrangements be made as far ahead as possible and every effort will be made to accommodate your needs. However, renting the Clubhouse facilities/Amenity is a secondary function at the Clubhouse/Amenity and the Association will not obligate itself to more than a 60 (sixty) day commitment.

**-ACORD\* CERTIFICATE OF LIABILITY INSURANCE** CURRENT

OAXB(mODO/Vm)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE ROUGES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER\*, AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement A statement on this certificate does not confer rights to the certificate holder in One of such endorsements).

PRODUCER	CONTACT NAME
Insurance Agency Name	SSI&B* <999>999-99991 qq.** <»»9M-MM
address	E-MAIL ADDRESS
	INSURERS AFFORDING COVERAGE
City	insmerA: (homeowner insurance carrier)
INSURED	INSURER A
Insured's name renting the hall	INSURER C
address	INSURER D:
	INSURERS
	INSURER P:

COVERAGES CkK | RCATENUMBER:CL1722803

[348 REVISION NUMBER

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TYPE OF INSURANCE	INSURER	POLICY NUMBER	POLICY EFF. DATE (MM/YY)	POLICY EXP. DATE (MM/YY)	LIMITS
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL. AGGREGATE LIMIT APPLIED PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER OCCUR <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> RENTED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per person) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per occurrence) \$ \$
<input type="checkbox"/> UMBRELLA LMB <input type="checkbox"/> EXCESS LMB <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER INCLUDED? (Mandatory to Reg) If yes, Attach copy DESCRIPTION OF OPERATIONS below.					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> EL. EACH ACCIDENT \$ EL. DISEASE - EA EMPLOYEE \$ EL. DISEASE - POLICY LIMIT \$
<b>A. Homeowner Insurance/Tenants</b>		policy #	eff date	exp date	amt of Policy \$500,000 (amt should be at least 500,000)

Sample

Insured's use of operations/locations/vehicles (ACORD 101), Additional Remarks (endorsement), may the product of our sponsor be required.

**Boat Liquor Liability included**

CERTIFICATE HOLDER

White Birch lakes Recreational Association  
 4730 lake Dr  
 Earwell, MI 48622

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPIRATION DATE, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADTEDREB REPRESENTATIVE  
 AGENT'S SIGNATURE

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**Amenity Rental Policy**

As the applying Member, I acknowledge receipt and execution of the Amenity Rental Policy agreement. I have read and understand the conditions set forth in the agreement and do hereby accept the terms.

Dated \_\_\_\_\_

Member Signature \_\_\_\_\_

Member Name \_\_\_\_\_

Lot Number(s) \_\_\_\_\_

Daytime Telephone Number \_\_\_\_\_

Date Reserved For \_\_\_\_\_ from \_\_\_\_\_ to

Room(s) Reserved \_\_\_\_\_

Signature of Authorized Representative of White Birch Lakes Recreational Association

Payment and Security Deposit Received \_\_\_\_\_

Member Would Like Security Deposit Check (Circle One) Returned  Shredded

Date of Deposit Return/Shred \_\_\_\_\_

White Birch Lakes Recreational Association Board of Directors reserves the right to adjust this policy as necessary to best serve the Membership.