



RE: Marina Reservation

Dear Resident,

Thank you for reserving the Aurora Shores Homeowners Association Marina for your special event. **The marina rental is for property owners only.** The cost to rent the room is \$300.00 with a \$500.00 security deposit. Please send **two separate checks** made payable to:

Aurora Shores Homeowners Association

863 Collica Cove

Aurora, OH 44202

The security deposit will be returned to you as long as the inspection gets approved after your party. The checks must be sent in with the agreement no more than seven (7) days from the day the reservation is made in order to secure the date.

Enclosed you will find the following documentation:

- The Marina Rental Agreement (send back with checks)
- Liability Waiver and Release Form (send back with checks)
- Gate Access List
- Marina Rental Checklist

Please feel free to keep a copy of the rules for your records to refer back to during your event. The Gate access list to the Marina is a guideline to allow guests to enter the premises during your event. The Marina rental checklist **MUST** be completed at the conclusion of your event or your security deposit may be forfeited.

If you have any further questions or concerns regarding the above information, please feel free to contact our office at 216-464-7465 Monday-Thursday 9:00am-5:00pm and Friday 9:00am-4:00pm.

Sincerely,

Tyler Peters

Property Manager for Carlyle Management

On Behalf of Aurora Shores Homeowners Association



ASHA MARINA GENERAL RULES:

- The ASHA Marina is available for personal use only by ASHA Homeowners that are in good standing. The ASHA Marina is available on a first-come, first-serve basis. **THE HOMEOWNER MUST RESIDE IN THE HOME TO RENT THE MARINA and the homeowner must be present at all times for any function for which the facility is rented.**
- The Homeowner is responsible to pay the rental fee and security deposit to ASHA, 863 Collica Cove Aurora, OH 44202 NO LATER THAN Seven (7) days from the day the reservation is made. **Check/Money orders must be drawn in the name of the resident.**
- ASHA will accept bank checks, money orders, and personal checks. A \$35.00 fee will be assessed for any returned checks. Fraudulent or “bad” checks will be prosecuted to the fullest extent of the law.
- The Homeowner will supply ASHA with a Certificate of Insurance showing proof of liability coverage in the minimum amount of \$500,000.00. ASHA must be named as an additional insurer under his/her Homeowner’s Insurance Policy only for the rental date(s). The Certificate of Insurance will need to be faxed to 216-464-0259 and must be received no later than thirty (30) days prior to the reserved date.
- The Homeowner hereby agrees to occupy the ASHA Marina and property in a safe and careful manner and does hereby agree to indemnify ASHA for any and all damages which may be caused by, related to, arise from, or which ASHA may sustain through the carelessness, negligence, or malicious acts of the Homeowner, his/her agents, employees, contractors, guest, family, or invitees. The Homeowner must sign and return the attached Liability Waiver and Release Form with payment and insurance requirements.
- The Homeowner will be responsible for FULL and TOTAL replacement of ANY damage or lost of property. Tacks, nails, tape, glue, or any other items to be used to hang decorations in the facility or on the property is not permitted. ASHA shall NOT be responsible for any damage or expense caused by the use of the prohibited items. The Homeowner’s responsibility is not limited to the security deposit or to the amount of the Certificate of Insurance.

- The Homeowner must remove all trash, food, etc. after the rental. Furniture that has been moved must be returned to its original location. The Marina must be returned to its original clean condition at the end of the rental period. If the property or facility is not completely returned to such condition as determined by ASHA, the security deposit will be forfeited to cover any necessary expenses.
- Homeowner agrees to review the Marina Rental Checklist prior to the event. If there are any issues with the facility prior to the event, you **MUST** notify Carlyle Management **IN WRITING**. You may fax letter of issues to 216-464-0259 and if it is **NOT** documented, then the homeowner accepts full responsibility for that issue.
- The Homeowner will forfeit the security deposit for any expenses for security, additional cleaning, damages, and loss of property. If the expense is more than the security deposit, you will be billed for the necessary amount. If the expenses cost less than the security deposit, the Homeowner will forfeit the deposit and receive a refund check from the Association. If the charge remains unpaid with thirty (30) days of the post date, the Homeowner's account will no longer be in good standing.
- ASHA will have no liability of any kind for any failure to perform hereunder due to flood, fire, strikes, equipment failures, other labor difficulties, earthquakes, accident, or any other act or event beyond ASHA control.
- Party signs, balloons or decorations of ANY kind inside of the Marina must be removed at the end of the event. Any party signs, balloons or directional signs placed at entrances or on other ASHA common property must be removed at the conclusion of the event. If the Homeowner fails to complete these removals, the Homeowner agrees to forfeit the security deposit.
- No animals, reptiles, birds, etc. are permitted on ASHA common property at any time during the rental.
- The Marina is for "normal" entertainment use. Activities such as, but not limited to, pony rides, hot air balloon rides, animal shows, etc. are strictly prohibited. There will be a charge determined by the board for any abuse of this rule and loss of privileges may be possible.
- The kitchen facilities are for warming, serving and cleaning. **ABSOLUTELY NO COOKING!**
- The Homeowner is responsible to ensure that all doors are completely closed and locked prior to leaving the facility. If the homeowner fails to do so, the homeowner agrees to accept full responsibility for any and all costs that may be associated with leaving the facility unsecured

including but not limited to, repair costs, clean up, replacement costs, any legal fees, insurance deductibles, and/or other fees associated with the consequences of this action.

- The ASHA marina is a NON-SMOKING facility. Smoking inside the facility or on the deck of the facility is NOT permitted. Smoking is permitted outside the building on the sidewalk. Anyone caught through video surveillance tossing cigarette butts on the common areas will have a \$50.00 cleaning fee assessed against their security deposit, NO EXCEPTIONS. Cameras are purposely positioned at these locations to identify violators of this rule.
- Open flames or candles of any sort are not permitted inside the Marina facility, on the balcony, or on the porch. The ONLY exceptions are birthday cake candles or sterno-heaters. These are to be used on the **TILED AREAS ONLY**.
- Cancellations are permitted prior to thirty (30) days before the rental date with full refund. The rental fee of \$300.00 will be forfeited if the reservation is cancelled within thirty (30) days of the rental date. If a cancellation occurs at any time, the security deposit will be returned to the homeowner.
- Homeowners may book a reservation less than thirty (30) days prior to the rental date; however, the homeowner agrees to **FORFEIT** the rental fee of \$300.00 if they cancel their reservation. The rental fee, security deposit, all signed forms, and certificate of insurance must be received prior to the rental date.
- Only the homeowner listed at the top of this agreement will have access to the Marina on the date listed above. It is the responsibility of the Homeowner listed above to allow guests on the premises through the Collica Cove gate. **DO NOT** allow anyone not attending the party through the gate. If any damages or loss of property occurs because of allowing improper guests through the gate, the homeowner's account will be billed in the amount of any such damages.

Accepted by:

Homeowner's signature

Date

Homeowner's Signature

Date



LIABILITY WAIVER AND RELEASE

I acknowledge that I have contracted to use the Marina facility of the Aurora Shores Homeowners Association.

For and in consideration of the Aurora Shores Homeowners Association permitting me to use the Marina Facility, I accept the terms for the rental of this facility. I and any other person who is my guest or who could claim through me, hereby release the Aurora Shores Homeowners Association, its Board Members, agents, and/or employees, from any and all actions, causes of action, claim and demands of whatsoever kind or nature due to any damages, for losses or injuries, including death, incurred as a result of, or while using the Marina Facility. I further agree to hold the Aurora Shores Homeowners Association, harmless from any damages, losses or injuries incurred as a result of the use of the facilities, including any use of alcoholic beverages while using the facilities.

I further acknowledge that I am assuming one-hundred percent (100%) of the risk of injury or death to me or to my guests due to my voluntary use of the facilities. Facilities include but is NOT limited to furnishings, fixtures, apparatus or any other items located within the facilities or on the property of the Association. I, my guests, and any person, who could submit claims through me, hereby waive any and all claims, demands, grievances and/or causes of action which may arise in any way out of my voluntary use of the Marina Facility.

I agree to abide by all the rules and regulations for use of the Marina Facility, acknowledge receipt of said rules and regulations and state that I have read and understand said rules and regulations and agree to abide by them.

I certify that I have carefully read the foregoing waiver and release and fully understand the contents thereof and sign this document as my own free act, with the intention to be legally bound, and to bind my guests any person who could claim through me, on and after the date set forth below.

Homeowners signature

Date

Homeowners signature

Date



GATE ACCESS TO THE MARINA

Only the homeowner listed at the top of the Marina Agreement will have access into the marina on the date of the rental. Please use the list below as a reference to allow your guest(s) through the gate at Collica Cove on the date of the event.

- When a guest pulls up to the Collica Cove entry gate, the guest will press the call-button on the call-box
- The phone which is located by the underneath the television by the main door inside the Marina will ring.
- Homeowner will pick up the phone and has ability to speak and see guest through the phone and television provided.
- Homeowner will verify the identity of the guest to allow access to the party.
- Once homeowner verifies that the guest is with his/her party, the homeowner will press "0000" on the phone, allowing the gate to open.
- When a guest leaves the premises, the exit gate will automatically open upon existing the premises.

It is **IMPERATIVE** that the homeowner renting the Marina does not allow guests not attending his/her party through the gate. If the homeowner allows guests through the gate that are not with the party, the homeowner is responsible for his/her actions and will be liable for any damage or loss of property.

MARINA RENTAL CHECKLIST

Please be sure the checklist below is complete before leaving the Marina at the conclusion of your rental.

- All tables and countertops are to be cleaned and wiped down
- All tables and chairs are to be placed back the way they were
- Refrigerator and freezer should be emptied of all food and beverages
- Bring garbage cans to the front door before removing the bags to avoid extra spillage on carpet and floor and empty ALL garbage cans and taking to green garbage bins outside.
- Make sure all lights and fans, including bathroom lights, are turned off.
- Make sure the thermostat is set to 68 degrees (heat) in winter, and 74 degrees (air conditioning) in the summer.
- All doors are SECURELY closed and locked

Items that are not completed after the conclusion of the rental may be subject to the forfeit of the Homeowner's security deposit and/or charges billed to the Homeowner's account.



MARINA RENTAL AGREEMENT

Date of Reservation: _____

Date(s) of Event: _____

Time of Event (include set up/clean up): _____

Homeowner Name: _____

Homeowner Address: _____

*Approximate # of guests: _____

Type of Event: _____

Phone number: _____

Email address: _____

Homeowner Signature: _____ Date: _____

*****MAXIMUM CAPACITY OF 82 PEOPLE, PER FIRE MARSHALL*****

CHARGES:

10:00AM THRU 11:59PM

Facility Use Fee: \$300.00 per rental and this fee includes one (1) hour of cleaning after the event.

HOMEOWNER MUST RESIDE IN HOME TO BOOK MARINA; CHECKS MUST BE DRAWN IN THE HOMEOWNER'S NAME

You may also fax or email the application to 216-464-0259 or email to tpeters@carlylellmanagement.com

Security Deposit: \$500.00 (in a separate check)

Any excessive cleaning will be billed to the Homeowner at \$40.00 per hour, which will be reduced from the security deposit.

*******THIS AGREEMENT DOES NOT INCLUDE THE USE OF THE RECREATIONAL FACILITIES*******