

Iron Horse Ranch Clubhouse Facilities Rental Policy

Revised Sep 13, 2021



1. **Use of all facilities is at the discretion of Iron Horse Ranch HOA Inc. (IHR)**, and/or its representatives (i.e. Pool management company/lifeguards). IHR and its agents reserve the right to monitor the conditions at any time during your event and in the event of any infractions to this policy or errors or omissions are discovered can revoke immediately a members' privileges to use these facilities. In the event privileges are revoked and members and their guests are required to vacate the premise immediately, the disposition of any-and-all collected or owed funds, deposits and fees will be determined by a hearing of the BODs at their discretion and availability. Furthermore, members' rights to use the facility for future events may be revoked by the IHR BOD in accordance with the Iron Horse Ranch CC&Rs at a hearing of the same to which the member may be required to attend.
2. **IHR facility rental is available only to IHR HOA members in good standing. The HOA member reserving facilities always agrees to be present during their rental period. All occupants of facilities being rented must be explicitly named and invited guests of the resident member.** IHR is a private residential community and at no time may use of IHR facilities be opened or advertised to members of the general public.
3. **The IHR facility renter agrees to verify with their homeowner's insurance carrier that member has liability insurance covering** the use of the pool and clubhouse facilities including any harm or injury to the guests and/or invitees for the activities and times for which the homeowner has reserved use of Iron Horse Ranch HOA Inc. facilities.
4. **IHR facility renter agrees to indemnify Iron Horse Ranch HOA Inc.** and its pool management company from any-and- all actions, claims, damages or injuries arising from the rental/use by the homeowner and its guests and/or invitees in accordance with the insurance /indemnity/hold harmless provisions of the clubhouse/pool reservation form.
5. **A lifeguard must attend all pool parties.** A minimum of one lifeguard for 1-25 guests and two lifeguards for 26-40 guests during all parties outside of normal pool hours. One lifeguard (in addition to normal scheduled pool guard) is required for 10-25 people during normal pool hours. Two guards are required for 25+ people; however, the maximum number of swimmers/events restricted to 40. Lifeguard fees are \$20 per hour per guard and paid directly to the guard by the resident booking the reservation. The clubhouse manager will arrange for the required lifeguard coverage upon submission of the completed reservation/indemnity form and all associated fees. Lifeguards are not responsible for setting up or cleaning up a pool party. **Renting of the pool during general HOA pool hours does not grant the renter exclusive access to the pool facilities, other HOA members may be present during normal pool operating hours. Pool Parties cannot be scheduled for Memorial Day, July fourth or Labor Day weekends.**
6. **Alcohol cannot be served to anyone under the age of 21.** Renters must report (on the reservation form) if alcoholic beverages are going to be present. Glass containers are not allowed in the pool area. Patrons under the influence of alcohol will not be allowed in the water.
7. **Smoking is prohibited** in the clubhouse and while on clubhouse grounds. **Pets are not allowed** within the clubhouse or pool facilities.
8. **All other pool rules are in force and posted in the pool area and a copy is attached within this document.**
9. **Street parking is not allowed** and IHR HOA reserves the right to cause members' or their guests' vehicles which may flow into the Ranch House Rd. to be towed at owners' expense in the event that such parking is deemed to pose a risk to safety of any persons.
10. **Loud noise of any kind emanating from the clubhouse facilities will not be tolerated.** Additionally, no outdoor music playing or DJ-ing of any kind will be tolerated. The IHR Clubhouse is located within a residential community. Be respectful of nearby residents, Pool curfew of 9:00 p.m. and Clubhouse curfew of 11:00 p.m. will be enforced.
11. Decorations without permanent attachments (nails, hooks etc) are permitted. Please use tacky putty or other forms of tape that do not leave permanent adhesive or marks on the wall. Devices which generate confetti, silly string, sand, glow stick contents, glitter or other obnoxious debris/residue will not be allowed, and deposit fees will be forfeited as required for the cleaning of such.
12. Residents will be refunded their deposit check following a post rental inspection by Iron Horse Ranch HOA Inc. In the event that any damages exceed the deposited amount the HOA member will be responsible for the additional cost of repairs/replacement in excess of the deposit amount and may be collected as necessary as a specific assessment (IAW IHR CC&RS) on their HOA member account.

Member Initials: _____



Reservation Process:

1. Reservations: **Residents should reserve facilities 2 weeks in advance in.** (This is helpful when staffing lifeguards)
2. Check availability and obtain forms: Kelly Sims, (405-348-1436 or KellyS@neighborhoodsplus.com)
3. Fill out the reservation form and initial rental policy and submit fees/forms to Kelly Sims, KellyS@neighborhoodsplus.com to obtain clubhouse access code.
4. The resident **MUST** sign the reservation form/indemnity agreement and pay all fees to the HOA representative before reservations will be confirmed and a clubhouse access code issued. If this is an HOA sponsored event, there is no charge and the reservation form will be annotated as such.
5. Residents are responsible for damages noted during the post rental inspection conducted by Iron Horse Ranch HOA Inc. Renters may conduct a pre-rental inspection for damage and cleanliness upon request and report any problems to the HOA clubhouse manager prior to their event.
6. Fees: Payable to "Iron Horse Ranch HOA", **Please use separate checks for deposit and fees.** Fees and/or deposit check may be mailed or dropped off at:

Neighborhood Services Corporation (NSC)
1326 Fretz Drive Edmond, OK 73003

Office Hours: Monday - Thursday 8:30am to 5:00pm Fridays 8:30am to 3:00pm
Drop box available for after hours.

7. The refundable deposit check will be returned to the renter or upon completion of 1) the clubhouse checklist, 2) a satisfactory post event inspection by Iron Horse Ranch HOA Inc.



Clubhouse/ Pool Rental Post Event Checklist

(Renters must INITIAL all and LEAVE completed checklist in kitchen after event):

- ___ Shut off gas to outside gas grill and fireplace and put out fire (if used).
- ___ Turn off gas to inside fireplace (if used).
- ___ Turn down all pool lounge chairs and close all umbrellas (if used).
- ___ Empty all outdoor trash cans (if used) and replace with new black 42-gallon trash bags. (Under cabinet in kitchen).
- ___ Pick up and bag all trash and empty all indoor trash cans, including both bathrooms, and replace with new 13-gallon trash bags. (Under Cabinet in kitchen).
- ___ Place all trash in outside green City of Edmond trash bins (Southwest side of Clubhouse).
- ___ Re-stack and place all event tables and chairs back in their carts and return to hallway closet.
- ___ Vacuum ALL flooring (vacuum is located in kitchen closet).
- ___ Put all furniture back in its original location.
- ___ Remove all personal food items from refrigerator/freezer.
- ___ Wipe down counters, tables and chairs (cleaning supplies and paper products are in Kitchen Cabinets)
- ___ Inspect all areas of clubhouse for damage and note here (major damages should also be reported to clubhouse manager immediately): _____

- ___ Close and lock all exterior Clubhouse doors (pull up on handle to “click” then release handle and turn deadbolt to lock).
- ___ Return all thermostats to original settings according to instruction card on thermostat (2 in great hall, 1 in hallway to women’s bathroom).
- ___ Turn off all interior Clubhouse lights.
- ___ Leave this completed checklist on kitchen counter and exit through the front door (hold down the button on inside top of the electronic lock upon exiting, check that door is locked).
- ___ Make sure the door from the conference room to the kitchen is locked when you leave, by pressing the button under the door handle.

Name: _____ Date: _____ Time: _____

IRON HORSE RANCH HOA, INC. CLUBHOUSE/POOL RESERVATION FORM



Submit Fees/Forms to Neighborhood Services KellyS@neighborhoodsplus.com

Reservation Information		
Member Name:	Date of Event: / /	Total # of guests invited (max persons 99, max vehicles 50):
Member Address:	Start Time: (include time for set-up, if needed)	Age range of guests:
Member Email:	End Time: (clubhouse shutdown 11:00p.m., pool shutdown time is 9:00p.m.)	# of guests (lifeguards required)
Member CELL phone (must be present at all times):	:	<input type="checkbox"/> 0-9 (N/A during normal pool hours) <input type="checkbox"/> 10-25 (1 lifeguard) <input type="checkbox"/> 26-40 (2 lifeguards)
Rental Fee Structure		
Member Signature (Concurrence with all required fees):		Today's Date:
Deposit Check (payable to "Iron Horse Ranch HOA"): <input type="checkbox"/> \$100 Refundable Deposit- no alcohol OR <input type="checkbox"/> \$200 Refundable Deposit- if alcohol will be present		
Rental Fee Check (must be separate check from deposit , payable to "Iron Horse Ranch HOA"): <input type="checkbox"/> \$150 Clubhouse Rental Fee (includes grill/patio use) or <input type="checkbox"/> \$40 Kitchen & Outdoor Grill/Patio Use Only		
Lifeguard Fees: \$20/hour/lifeguard- Do not pay now , to be paid to lifeguard at time of party		

INSURANCE / INDEMNITY / HOLD HARMLESS PROVISIONS

The Homeowner agrees to verify with its homeowners' insurance carrier that said Homeowner has liability insurance covering his use of the pool and clubhouse facilities, including any harm or injury to the guests and invitees for the activity for which Homeowner has reserved use of the pool and clubhouse.

Homeowner agrees to indemnify The Iron Horse Ranch Homeowners Association, Inc., its officers, employees, owners, agents and the Pool Management Company, if any, and any other individual or entity associated with the Homeowners Association or the Pool Management Company (all of which are referred to herein as "Operators") from any-and-all actions, claims or injuries arising from the use by Homeowner, and its guests or invitees of the premises by any person, or for any condition existing on said premises. In any suit or action for damages arising from alleged negligence of Homeowner in which the Operators, individually or collectively, are included as a defendant, Homeowner will assume all the burdens, costs and expenses of the defense thereof, including attorney's fees, and the cost of settlement or judgment obtained against the Operators, individually or collectively, by reason thereof.

Homeowner Signature

Date

Iron Horse Ranch Pool Rules and Regulations



Maximum bathing load 149

1. The pool manager and lifeguards oversee the pool facility operations. They have the right and responsibility to enforce iron horse ranch pool rules and regulations. Their instructions must be followed.
2. The Iron Horse Ranch Board, pool management company and lifeguards are authorized to instruct violators to leave the IHR pool grounds and/or contact local law enforcement at their discretion. (ccr article 4.1.c)
3. The Iron Horse Ranch Board, pool management company and pool staff are not responsible for accidents or injury.
4. All Iron Horse Ranch residents must wear a wristband to enter the pool facility.
5. All guests must always be accompanied by a resident wearing a wristband.
6. No one under the age of 12 years is permitted without an adult chaperone.
7. All floats, toys and other items must be approved by the lifeguard on duty and can be prohibited at his/her discretion. No excessively large floats of any kind are permitted.
8. Non-toilet-trained children must always wear disposable swim diapers. Diapers should be monitored by parents/chaperones and changed frequently. Parents/chaperones must notify the lifeguard if any fecal matter enters the pool water. No regular diapers are allowed in the pool.
9. Breakable objects, including but not limited to glass containers, are not permitted in the pool fence area, bathhouse facilities, in the swimming pool or on the pool deck.
10. Smoking of any kind is prohibited in the pool fence area, bathhouse facility, in the swimming pool or on the pool deck. Smoking of any kind is banned within 25 feet of the pool fence area and all clubhouse entrances.
11. Alcohol consumption is permitted by persons 21 years and older. Alcohol consumption is not permitted in the swimming pool.
12. Any person appearing intoxicated or under the influence shall be prohibited from entering the pool and may be asked to leave the pool facilities
13. Spitting, urinating, blowing of the nose, spouting of water or the deposit of foreign matter in the pool shall be strictly prohibited.
14. No water balloons.
15. No skateboards, skates or bikes in the pool facilities.
16. No loud radios, speakers or instruments in the pool facilities.
17. No diving in the pool.
18. No running and jumping in the pool.
19. No flips, front or back, permitted. Enter the water feet first.
20. No running anywhere inside the pool facilities.
21. Dunking and excessive rough play will not be permitted.
22. Profanity is prohibited.
23. Inappropriate touching or sexual behavior is prohibited.
24. Proper swim attire required for all swimmers.

25. The pool shall be cleared immediately in the event of inclement weather, which includes audible thunder and/or visible lightning. The pool management/lifeguard is solely responsible for weather safety. The pool shall remain cleared until 30 minutes has passed without audible thunder and/or visible lightning. The pool shall also be cleared during a tornado warning.
26. Persons having or reasonably suspected to have any considerable area of exposed sub-epidermal tissue, cuts, or known recognizable contagious or communicable diseases, cough, cold, open sore or wounds, blisters, bandaged wound, fever, inflammation of the eyes, nasal or ear discharges, shall not be allowed to enter the pool water.
27. A cleansing shower, using warm water and soap, must be taken before entering the pool. Excess oils and body lotions should be removed prior to entering the pool. Gender specific showers are available in the bathhouse.
28. Only approved service animals permitted in the pool facility.
29. Any person who cannot swim should not enter water above their shoulders. Swimmers may be subject to a swim test at the lifeguard's request. The lifeguard on duty has the right to restrict swimmers from certain areas of the pool.
30. Non swimmers must be accompanied by an experienced adult swimmer and wear a USCG approved flotation device. Arm-floaties are prohibited.
31. A 10-minute safety break will be held during the last 10 minutes of each hour. During safety breaks, adults 18 and over may swim at their own risk. All children must exit the water of the large pool, including the pool stairs. Children 4 years and younger may remain in the kiddie pool during safety break under the direct and immediate supervision of a parent or adult guardian.
32. Private pool parties must be arranged with the iron horse ranch HOA 2 weeks in advance. IHR residents shall not be restricted from the pool during normal pool hours. Should private parties exceed regular pool hours, non-party guests will be expected to leave the premises.
33. **One long whistle blow means clear the pool immediately.**