

North Cliff

NEIGHBORHOODS

Clubhouse Rental Agreement

_____ I have carefully read and understand this form and agree to be bound by its terms.

IN CONSIDERATION of the North Cliff Homeowner's Association, ("Association"), allowing me the exclusive use of the **Clubhouse** and furnishings therein, ("facility"), I, the undersigned member of the Association, agree to the following:

_____ 1. I agree to reserve the above selected facility on (date) _____ under the terms and conditions set out below and in adherence to the North Cliff Buildings Facilities Rules & Regulations. I have received a copy of the facility Rules and Regulations. My function will be held between the hours of _____ and _____ ("Rental Period") and will not be attended by more than _____ persons. I understand if agreed rental time is exceeded, I will forfeit my deposit, any future use of all facilities, and be subject to a fine.

Please list the **type of Event** that you are having. _____

_____ 2. I understand that this Agreement is for the use of the above selected facility and that my use of the facility and the use by my guests, invitees, employees, agents is limited to the specific facility. Use of any other facility is not covered by this Agreement. **I understand that this Agreement allows use of the kitchen and its facilities during the contracted rental period; however, use of the fireplace is prohibited.** _____ (Initials)

_____ 3. My deposit of \$ _____ plus a rental fee of \$ _____ are enclosed with this Agreement. I understand and agree that this deposit will be used to pay for repair costs for any/all damages resulting to the facility, its contents, or any other portion of the property from any actions of persons present, or attending, or in any way related to my function. If upon inspection there is found to be no damage and/or subsequent charges, the deposit will be returned. I understand that any charges made against my deposit will be explained. If the damages exceed the amount of my deposit, I agree to pay the Association the full cost of all repairs within ten (10) days of receipt of a written explanation of the charges. In the event, I do not pay within ten (10) days the costs may be assessed against me as a specific assessment. In collecting this assessment, the Association is entitled to utilize all remedies available to it pursuant to the Declaration of Covenants of the Association, including the exercise of any lien rights.

_____ 4. **I understand that the Pool is NOT a part of my Clubhouse Rental.** I understand that I will forfeit my deposit, any future use of the facilities, be subject to fines and that my Amenity Access card will be deactivated for the remainder of the pool season if the pool is used during my rental.

5. *Cancellation Policy* All cancellations must be in writing 72 hours prior to your scheduled event time or you will forfeit 100% of your deposit.

_____ 6. I acknowledge that I have received a copy of the North Cliff Facility Checklist and agree to perform the duties outlined on the checklist. I understand all trash must be removed & deposited inside the curbside containers or moved to my home.

_____ 7. I will re-set the thermostats to the specified settings.

_____ 8. I understand the facility is a non-smoking facility; no smoking is allowed (this includes electronic smoking devices).

_____ 9. I assume all responsibilities, risks, liabilities, and hazards incidental to the activities applied for and hereby release and forever discharge the Association, their officers, directors, employees, agents and members, past, present, and future from any/all claims, costs, causes of action and liability for personal injury or death and damage to or destruction of property arising from my use of the facility and its appurtenances, whether or not arising from the negligence of the foregoing.

_____ 10. Renter will be responsible for set-up and tear down prior and after the event and will stack the chairs and put away the tables after the event. When stacking chairs please do not cover a/c vents. Stack away from a/c vents.

_____ 11. **I understand that all trash shall be disposed of in the trash cans and that if it does not fit in the dumpster, I am to dispose of it at my residence. You will be fined \$30/per bag of trash that has to be disposed of after your rental.**

_____ 12. **I understand that grills and bounce houses are not allowed.**

_____ 13. **HELIUM BALLOONS ARE PROHIBITED.** Do not tape, nail and/or adhere anything to the walls and/or windows. **You will be fined \$85.00 for each balloon found in the clubhouse after your rental.**

_____ 14. I am at least twenty-one (21) years of age, a member of the Association in good standing, and will be in attendance at all times at my function.

_____ 15. I have carefully read and understood this form and agree to be bound by its terms.

_____ 16. I understand that any breach of this Agreement may result in the forfeiture of any future scheduled use of the facility.

_____ 17. I agree to indemnify and hold harmless the Association, their officers, directors, employees, agents and members, past, present, and future, from any/all claims, costs, causes of action and liability resulting from negligence or otherwise for any injury, to either person or property, suffered by me, my family, employees, agents, servants, guests, invitees, or any member of the Association or any other person who arises from or are in any way related to the above activity.

_____ 18. I understand that if anyone at my event participates in improper conduct which shall include, but not be limited to abusive or threatening language, intimidation, physical violence, lewd behavior, apparent intoxication, and or the presence of any weapons, that I will forfeit my deposit and any future use of all facilities and be subject to a fine.

_____ 19. I understand that events for youth, such as rentals involving teen parties, game day, birthday party, graduation parties, etc. must have adult supervision. A ratio of 1 adult per 10 youth is required. Adults must be over 21 years of age. Supervision includes all activities of the rental party and invitees, both inside and outside of the facility, during the course of the rental.

_____ 20. **I understand that I will forfeit my rental deposit if the above rules are not followed.**

_____ 21. **I understand that I will forfeit my rental deposit if cancel less 72 hours prior to the event.**

_____ 22. I understand my rental agreement may not be approved if it is less than two (2) weeks-notice (business days).

North Cliff HOA reserves the right to change its policies, procedures, and fees.

Print Name _____ Address _____

Home Phone _____ Cell Phone _____

Signature _____ Date _____

North Cliff

NEIGHBORHOODS

Facility Fee Schedule February 2020

<u>Clubhouse</u>	<u>Rental Fee</u>	<u>Security Deposit</u>
Monday – Thursday 8am-12am	\$200.00	\$150.00
Friday – Sunday 8am – 1am	\$200.00	\$150.00

Security Deposit is cashed and then refunded after event.

ALL PARTIES –

***Weekdays** music and bands must end at 11:30pm and all parties must be over by 12am.*

***Weekends** music and bands must end by 12:30am and all parties must be over by 1am.*

***A FINE OF \$100 WILL BE CHARGED TO THE PERSON RENTING THE CLUBHOUSE
IF THE ABOVE IS NOT OBSERVED.***

****If you Experience an Issue Gaining Access to the Building for your event****

Please call the Facility Access Phone for Assistance.

Ph: 404-587-4262

No Business or Religious Events.

For Office Use Only:

Deposit paid by _____ Fee paid by _____ Dues Paid? _____ (initial)