



KINDERTON VILLAGE CLUBHOUSE RENTAL AGREEMENT

Submit completed form with payment to the clubhouse contact person Monday through Friday 10:00 am until 6:00 pm
Or by mail at least 10 days prior to date reserved to the address listed for the contact person found above.
Blank forms are available for pick up anytime and can be found in a basket on the contact person's front porch.

TERMS AND CONDITIONS

1. **RENTAL OF THE CLUBHOUSE IS EXCLUSIVELY FOR KINDERTON VILLAGE RESIDENTS AND THEIR FAMILIES.**
 - a. **ANY VIOLATION** of this rule will result in an automatic forfeiture of entire security deposit.
 - b. The Kinderton Village homeowner listed on this form must be present for the event.
 - c. The Association will actively monitor this provision and has the right to have a representative visit the clubhouse during the rental to make certain the renter is present and to observe if all rules and regulations are being observed.
 - d. Upon observation of any rule violations, the representative has the right to enforce the stated rules by necessary means, including end the function, or contact law enforcement for assistance if necessary. Any violation of the rules may result in the loss of the rental fee and full deposit.
2. The clubhouse is the sole property of **Kinderton Village Master Homeowners Association, Inc.** and should be treated as such.
3. In order to reserve the Kinderton Village Clubhouse, the renter must be in good standing (assessments current and no previous rental infractions).
4. The clubhouse will only be **reserved** upon receipt of the following:
 - a. A \$40.00 security deposit in the form of a separate check made out to Kinderton Village Master HOA drawn on the account of the named owner signing the agreement
 - b. A \$40.00 rental fee in the form of a separate check made out to Kinderton Village Master HOA drawn on the account of the named owner signing the agreement
 - c. Signed rental agreement if alcohol will be served at your event
 - i. NOTE: If alcohol will be served at this event a "Host Liquor Liability Agreement" form must be filled out, signed and notarized. This form must be provided to management not less than 10 days prior to the event. **ALL ALCOHOLIC BEVERAGES MUST BE CONTAINED IN THE MEETING ROOM OR KITCHEN. NO EXCEPTIONS.**
 - d. A 5-day hold may be implemented with a written request submitted to management, but will be cancelled without further notice if the proper items are not submitted within the 5 day limit.
5. The clubhouse **shall not** be reserved, rented or used for the following uses
 - a. Wholesale, retail or any other profit-making purpose, including fund raising
 - b. Sales or marketing events or meetings
 - c. Pool Parties. Violation of the No Pool Party rule will result in loss of pool privileges for the season or a longer period if deemed appropriate by the board.
6. Prior to the start of event the renter must review the contents of the Rental Binder located in the kitchen of the clubhouse in order to be familiar with the proper care and operation of items within the facility.
7. All functions must end and use of the facility (including the parking lot) must cease by the end of your designated rental time. Renters and all guests must not be gathering or in use of the property after this time. This includes decoration and clean-up time. You will not have access to the clubhouse outside of your scheduled rental time. Failure to follow this policy will result in a fine to be determined by the Board of Directors.
8. Rental of the clubhouse is limited to the meeting room, kitchen, bathrooms, and foyer space. The grassy area in front of the clubhouse can be reserved by special request (if not requested on this form then it is not reserved). **RENTAL DOES NOT INCLUDE SOLE USE OF THE OTHER COMMON AREAS AROUND THE CLUBHOUSE! This includes the pool, pool deck, parking lot, basketball goal, playground, sand volleyball court and grassy areas.** These areas remain open and available for use by the rest of the community. Failure to follow this policy will result in a fine to be determined by the Board of Directors.
9. **Noise:** All music; live, or recorded, shall be played within the confines of the clubhouse meeting room with the doors and windows closed. No music shall be played or amplified outside the building. Loud talking, singing and other noise shall be kept to a reasonable level inside and outside of the building in order to avoid disturbing surrounding area residents.
10. Adults must supervise all youth/teenage activities at all times. **A ratio of one adult per ten youth/teens is required.**
11. Pursuant to Davie County Fire Codes the maximum capacity of the clubhouse is **40 persons.**
12. Pets, bicycles, skates, and skateboards are not permitted in the clubhouse or on the front porch.
13. Smoking is not permitted inside the clubhouse nor on the porch. Cigarette butts are to be properly disposed of and not discarded on the ground.
14. Rice (as confetti), birdseed, paper or foil confetti, flower petals, glitter, etc. are **strictly prohibited** inside the clubhouse. Only birdseed may be used outside of the clubhouse. Failure to follow this policy may result in a fine to be determined by the Board of Directors.



15. Do not tamper with the thermostats inside of the clubhouse and keep the doors closed. Thermostats are controlled by management and are monitored during rental periods and may be adjusted remotely.
16. **No tape or push pins, nails, etc. may be attached to the walls or molding or be used on the walls inside or outside of the clubhouse. Failure to follow this policy may result in a fine to be determined by the Board of Directors.**
17. Use of any gas, electric, charcoal, griddle, or portable grill inside or on the decks of the clubhouse is **strictly prohibited**. No open flames are permitted except Sterno cans for chafing dishes. Electric warming trays are also permitted. Grills are permitted outside in the grass area only. Residents must clean up all ashes, grease, etc
18. **ALL** balloons must be removed at termination of the function. If room has ceiling fan(s), helium balloons shall not be used in conjunction with the ceiling fans in motion.
19. No standing, jumping, or other such activities is allowed on the furniture. Damage to furniture may result in a fine to be determined by the Board of Directors.
20. The following cleaning is required:
 - a. Pick up all event related debris from interior and exterior of clubhouse.
 - b. Bag all trash and recyclables and put it in the appropriate receptacles in pool pad area. This includes all receptacles used such as the kitchen, bathroom, etc. Homeowner is responsible for removal of excess trash beyond what will reasonably fit in said receptacles.
 - c. Remove all balloons.
 - d. Return all furniture to its original location and position.
 - e. All food, furnishings and personal property must be removed from clubhouse by the end of your reservation time.
 - f. Trash bags are not provided. Please bring what you need for the party as well as enough to replenish the bags in the trashcans throughout.
 - g. Sweep all areas of use.

***The clubhouse is not stocked with cleaning supplies. It is the renter's responsibility to bring all necessary cleaning supplies and to ensure that the clubhouse is cleaned sufficiently. If the clubhouse is not cleaned sufficiently, Kinderton Village reserves the right to keep in full or deduct from the security deposit in order to cover the costs of cleaning.*

21. The clubhouse is not stocked with kitchen utensils, cutlery, tablecloths, and paper products. It is the renter's responsibility to supply these items as necessary.
22. If any items in the facility, which are property of *Kinderton Village*, are missing, damaged, or used in excess, a deduction from the security deposit will result. Furniture and décor from the interior of the clubhouse may not be removed. Note: The clubhouse and surrounding areas may be monitored via video or other surveillance at any given time.
23. The homeowner will be held accountable for the action(s) of all rental event participants.
24. **Failure to follow these regulations will result in a loss of all or part of the security deposit and may result in loss of future rental privileges. Renter accepts responsibility for any damages which exceed the security deposit amount.**
25. **Resident understands and agrees that the Kinderton Village HOA, Master or Sub, is not responsible for injuries to persons using the premises, nor for damages to or loss of property brought onto the premises. In addition, the Kinderton Village HOA, Master and Sub will be harmless for any injury, damage or loss resulting from the use of this property, including court costs and attorney fees.**
26. **Cancellation Policy**
 - a. **The security deposit and rental fee must be received within 5 business days of making your request for reservation or the reservation will not be calendared** and other reservations may take precedence. Rental fees will be deposited upon receipt.
 - b. Cancellations within 5 days of the reserved date will cause a \$5.00 deduction from the rental fee. Rescheduling after an application and deposit are received will be charged the \$5.00 cancellation fee and renter will be responsible for forwarding the balance of the rental fee for the new event.
 - c. If you pay by check and your check is returned unpaid by the bank then your reservation will be cancelled and a fee of \$36.00 will be withheld from your deposit.
27. **Clubhouse Access**
 - a. Access to the clubhouse will be granted on the day of your event via a key from the clubhouse reservation contact listed on the top right corner over this form. The key must be returned immediately after your event to the clubhouse reservation contact found in the top right corner of this form. Failure to comply will result in loss of your security deposit. If a key is lost the resident will be responsible for all cost associated in making the building secure again which includes but isn't limited costs such as rekeying locks and key replacement for current keyholders.
 - b. The entrance doors may be unlocked for the duration of your event. Doors may not be left unlocked when the building is unattended. The building must be secured properly at the end of the event which includes locking all doors, interior and exterior and arming the alarm.

28. Returned Checks

- a. If your \$40 check for the clubhouse rental is returned unpaid by the bank then a fee of \$36 will be deducted from your security deposit.
- b. If your \$40 security deposit is returned unpaid by the bank then you will be charged a fee of \$36.

29. Return of Security Deposit

- a. The \$40 security deposit check will be held until after your rental inspection and deposited as necessary to cover the cost of any damages that may occur during your event.
- b. Please complete the owner inspection check list and leave it in the rental binder at the clubhouse upon completion of your event.
- c. If no damages are found and the clubhouse is left clean with no violations of use rules and regulations, you will be notified within 7 -14 days after your event that your check is available for pick up.
- d. **Please sign below to acknowledge acceptance of the Terms & Conditions.**

Area Reserved Clubhouse Only Clubhouse and Grassy Area in Front of Clubhouse by Volleyball Court

Date of Rental _____ Approximate Number of Guests _____

Reservation Begin Time _____ Reservation End Time _____

Type of Function _____

Signature of Homeowner _____ **Date** _____

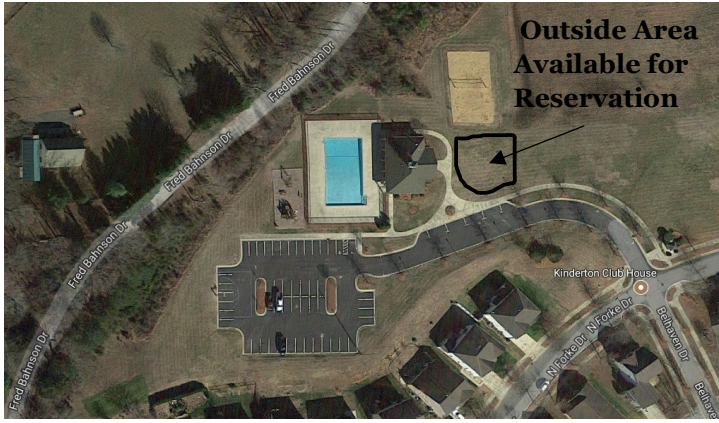
Printed Name _____

Property Address _____

Cell Phone _____ **Email** _____

Alcohol: Yes _____ **No** _____ **Form submitted** _____

Please be advised that the clubhouse, the clubhouse grounds, and clubhouse parking lot are monitored by a security camera system.



*****Reminder*****

Rental of the clubhouse is limited to the meeting room, kitchen, bathrooms, and foyer space and the grassy area indicated on the map (grassy area only reserved if specified on this form above). RENTAL DOES NOT INCLUDE USE OF THE POOL OR POOL DECK. RENTAL DOES NOT INCLUDE SOLE USE OF OTHER COMMON AREAS AROUND THE CLUBHOUSE SUCH AS, parking lot, basketball goal, playground, sand volleyball court and grassy areas. These areas remain open and available for use by the rest of the community.



HOST LIQUOR LIABILITY AGREEMENT

The undersigned hereby agrees to accept **Host Liquor Liability Responsibility** for:

(Type of Event) _____

To be held at the Kinderton Village Master Association Clubhouse facility at 195 N Forke Drive, Bermuda Run, NC on

(Date of Event) _____ 20 _____, between the hours of

_____ and _____ and to hold Kinderton Village Master Homeowners' Association and any of its sub-associations harmless.

Applicant Signature _____ Date _____

North Carolina

_____ County

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20 _____.

Notary Public _____

My Commission Expires _____, 20 _____.

As a reminder, THE KINDERTON VILLAGE CLUBHOUSE IS A NON-SMOKING FACILITY.

By indication of this page being left blank and my initials in the lower right hand corner of this page. I acknowledge no alcohol will be served or present at this event.



HOME OWNERS ASSOCIATION

Owner Inspection Checklist

Please complete this page and return it with your key upon completion of your event. Please do not use the Yes and No check boxes, they are for Kinderton Association use.

TO BE COMPLETED BY THE RENTER BY END OF RESERVATION ON DAY OF RENTAL

_____ All trash, debris and decoration (including balloons) removed from the interior of clubhouse including the great room, bathrooms, foyer, and kitchen space. Yes No

_____ Replace trash bags in all trash receptacles inside the clubhouse. Yes No

_____ All trash and debris removed from the exterior of the clubhouse including the parking lot, and front and side lawns. Yes No

_____ All trash not accommodated by the receptacles provided shall be and disposed of by the renter.
 Yes No

_____ All counters, tables, and surfaces wiped clean in the main room. Yes No

_____ All bathroom surfaces wiped clean including counters, sinks, and toilets/urinals. Yes No

_____ All floors swept. Yes No

_____ Door mats swept/vacuumed as needed. Yes No

_____ All furniture returned to its original position. Yes No

_____ Kitchen wiped cleaned and free of food, including inside of refrigerator and microwave, sink. Yes No

_____ All lights, fans turned off. Yes No

_____ All doors and windows closed and secure. Yes No

Please list any damages caused by you or your guests _____

Comments or Suggestions _____

I acknowledge that on _____, 20_____, I inspected the Kinderton Village Clubhouse and its present condition. I assume responsibility for all damage(s) that may have occurred during my rental.

Signature of Homeowner _____ **Date** _____

Signature of Kinderton Clubhouse Contact _____ **Date** _____

Kinderton HOA Contact Notes:



RENTAL CHECKLIST

FOR USE BY KINDERTON CLUBHOUSE CONTACT OR HOA MEMBERS

Renter Name:		Telephone:	
Date Reserved:		Time Reserved:	
Application	Date Sent:		
	Date Received:		
Rental fee	Date Received:	Check #	
	Date Sent to Mgmnt Co:		
Deposit	Date Received:	Check #	
	Returned or Forfeited		
	If returned, date returned:		If Forfeited, date forwarded to mgmnt co:
Date Conflicts?	Are there other events in the neighborhood on the same day? Yes or No		
	If yes, was renter informed? Yes or No		Date Renter Informed:
Calendar	Has the reservation been added to the community calendar? Yes or No		
	Date Reported:	Reported to:	
Alcohol Form	Is alcohol being served? Yes or No		
	If yes, was form received? Yes or No		Date Received:
Special Requests?	Were any special requests made? Yes or No. If yes, please list		
	Were special requests granted? Yes or No		
Confirmation email or telephone call to renter	By Phone or Email Circle one & write contact info below		
	Date Confirmed:		
Keys	Date Issued:		
	Date Returned:		
Inspection Form	Was form returned by renter? Yes or No		Date Returned:
	Any damages listed? Yes or No		
	Inspection Performed by Kinderton? Yes or No		If yes, Date Completed:
	Any damages not reported by renter? Yes or No If yes, please list		
Additional Charges Needed to Cover Damages?	Are there damages that exceed the \$40 deposit? Yes or No? If yes, were they reported to management company? Yes or No		
	Date Reported:	Reported To:	
Additional Comments			