



KINDERTON VILLAGE CLUBHOUSE RENTAL AGREEMENT

Read and Submit completed form with payment to the *Clubhouse contact to reserve your date.
Mail to or place in box, on the porch, by the front door at 137 Parkview Lane.

TERMS AND CONDITIONS

RENTAL OF THE CLUBHOUSE IS EXCLUSIVELY FOR KINDERTON VILLAGE RESIDENTS. The resident is responsible for ANY VIOLATION of the rental agreement by themselves or their guest which can result in an automatic loss of all or part of your security deposit.

KV Clubhouse Hours 9am to 11pm

The Kinderton Village resident listed on this form is the responsible party and must be present for the duration of the rental time and be in SOLE POSSESSION of the Clubhouse KEY from decorating to clean up.

The Association will actively monitor these provisions and has the right to have a representative visit the clubhouse during the rental to make certain **the homeowner is present** and to observe if all rules and regulations are being observed. **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 this rental agreement may result in the loss of the rental fee and full deposit.

1. **The Clubhouse will only be reserved for a maximum of 40 people and upon receipt of the following:**

The security deposit and rental fee must be received within 5 business days of making your request for reservation or other reservations may take precedence. Rental fees will be deposited upon receipt.

The renter must be in good standing, current on HOA fees, assessments and no previous rental infractions

Checks are made out to Kinderton Village Master HOA and must be drawn on the account of the Kinderton resident signing the agreement.

- a. **Check for the \$40 rental fee** pays for the minimum **4-hour rental** (this includes decorating and clean up) ****** Additional hours may be added to this reservation at \$10 per hour but **MUST be booked at time of initial reservation.** ******
- b. **Check for \$100 security deposit** to be returned if rental agreement is adhered to.
- c. **Complete, Sign & Initial** this rental agreement
- d. ***** If alcoholic beverages will be served** at your event a **NOTARIZED "Host Liquor Liability Agreement" form must be filled out not** less than 10 days prior to the event.

ALL ALCOHOLIC BEVERAGES SHOULD BE CONTAINED IN THE CLUBHOUSE not outside. No kegs / coolers etc. outside!

2. **Returned Checks**

A fee of \$36 for each check will be charged if either of your checks are returned unpaid by the bank.

3. **Late Cancellation Policy**

Cancellations within 5 days or less of your reserved date will cause a \$20 deduction from the rental fee. Your security deposit and remaining \$20 will be returned to you. Please provide all forms to reschedule.

4. The clubhouse shall **NOT** be reserved, rented or used for the following purposes:

- a. Any profit-making purpose, including fund raising, or marketing events.
- b. Any event the Master BOD deems as potentially dangerous or objectionable to KV residents.
- c. **Sorry but NO Pool Parties.** The pool and the deck are **not** part of the Clubhouse rental. Its use is strictly for KV residents. Violation of this rule will result in loss of pool privileges for the season.

5. Prior to the start of event the resident must **review** the **Rental agreement reminder** sheet posted in the kitchen and bathrooms of the clubhouse so they can adhere to and be familiar with the proper care of the facility.



6. ***IMPORTANT! PLEASE watch your children...*** the doors leading to the pool can be opened easily. Children see the pool as inviting and are in danger of drowning if they enter the pool area unattended.
7. ***Resident understands and agrees that the Kinderton Village HOA, Master or Sub, is not responsible for injuries, or death 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.***
8. ***DECORATING...No tape, push pins, nails, or any attachment device may be used on any surface inside or outside of the clubhouse. **Hooks have been provided on some of the window frames to attach strings for you to: to hang banners, balloons and other lightweight decorations. (hooks areas marked with red arrows under curtains.)***
9. ***NOISE level... All music shall be played inside the clubhouse with the doors and windows closed NOT OUTSIDE. Loud talking, cheering, 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. Rental of the **clubhouse is limited to the meeting room, kitchen, bathroom and the small grassy area** near the door of the clubhouse as indicated on the map.
11. ***RENTAL DOES NOT INCLUDE SOLE USE OF THE OTHER COMMON AREAS!*** Which are the bathrooms, pool, pool deck, parking lot, basketball goal, playground, sand volleyball court and other grassy areas. These areas remain available for use by the rest of the community. (pool and pool deck are for residents only)
12. Pursuant to **Davie County Fire Codes** the **NO SMOKING** and **maximum capacity of the clubhouse is 40 persons** is allowed inside nor on the porch. Cigarette butts are to be properly disposed of, not on the ground.
13. **Adults must supervise all youth & teen activities at all times** with a ratio of one adult per ten youths required.
14. NO pets, bicycles, skates, and skateboards permitted in the clubhouse or on the front porch.
15. **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.
16. Please do not adjust the thermostats inside of the clubhouse and keep the doors closed.
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, candles etc. are permitted inside except Sterno cans for chafing dishes. Grills are permitted outside in the grass area only. Residents must clean up all ashes, grease, etc.
18. Take care of the furniture No standing or jumping, or other such activities is allowed.
19. FYI --- The clubhouse is **not stocked with kitchen utensils.**
20. **Cleaning** of the Clubhouse is required: *****The clubhouse is not stocked with cleaning supplies nor trash bags and paper products. It is the renter's responsibility to bring all necessary cleaning supplies and to ensure that the clubhouse is cleaned sufficiently. If it is not Kinderton Village reserves the right to keep in full or deduct from the security deposit in order to cover the costs of the cleaning service.***
 - Bag and **remove all trash** from kitchen, bathrooms and recyclables and put it in the rolling bins on the right side of the Clubhouse. Homeowner is responsible for removal of excess trash beyond what will reasonably fit in the bins. No dangerous items in trash, no empty helium tanks take these items with you.
 - **Return all chairs** to their original location.
 - **Clean clubhouse:** kitchen & bathrooms, all floors, sinks & counters, refrigerator, microwave etc. Pick up outdoor trash.
 - Remove all food, decorations and personal property from clubhouse by the end of your rental time.
21. If any items in the Clubhouse, which are property of *Kinderton Village*, are missing, damaged, or used in excess, a deduction from the security deposit will result. Do not remove furniture or décor from the interior of the clubhouse.
22. **Resident signing this agreement accepts responsibility for any damages which exceed the security deposit amount.**

Note: The clubhouse and surrounding areas may be monitored via video or other surveillance at any given time.

23. Clubhouse Access

- a. Access to the clubhouse will be granted on the day of your event via a key from the clubhouse reservation contact shortly before the start time you indicated. There is no added time for decorating or cleanup.
- b. **The key must be returned immediately after your event** to the clubhouse reservation contact. 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 to costs such as rekeying locks and key replacement for current keyholders.

24. LOCK all DOORS - interior and exterior whenever you leave the building when it is unattended and at the end.

25. LEAVE the premises at end of event... All functions must end and use of the facility by the end of your designated rental time (including the parking lot). Renters and all guests may not be gathering or in use of the property after this time, includes clean-up time. You will not have access to the clubhouse outside of your scheduled rental time.

26. Return of Security Deposit

The \$100 security deposit check will be held until after your rental inspection and deposited if necessary. 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.

*** Please be kind and respectful with the Clubhouse contact VOLUNTEERS. ***

They are KV residents who have giving up their time to make the Clubhouse available for you to rent. They do not make the rules and are just trying to keep all safe and the KV Clubhouse in good condition.

Please sign below to acknowledge acceptance of the Terms & Conditions of the Clubhouse rental agreement.

Clubhouse Rental is \$40 for 4 hours between 9am - 11pm

Date of Rental ____ / ____ / ____ Approx. Number of Guests _____ Type of function _____

Reservation Start Time _____ Reservation End Time _____ Additional hours _____ at \$10 per hour _____

Signature of Homeowner _____ Date _____

Printed Name _____

Resident's Property Address _____

Cell Phone _____ Email _____

IMPORTANT! If any ALCOHOLIC BEVERAGES will be present on KV property provided by you or brought in by your guests then the Host Liquor Liability Agreement form MUST be submitted...

Please initial, NO alcoholic drinks _____ Yes _____ Notarized form submitted _____



A small area of grass near the walkway outside the Clubhouse door and below the volleyball court is available for Clubhouse renters.



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 _____

I, the undersigned (renter/resident) acknowledge that the serving of alcohol or presence of alcohol provided by guests for my event carries potential risks and dangers beyond the control of The Kinderton Village Clubhouse HOA or BOD. I also acknowledge that North Carolina has Social Host Liability Laws in place.

I, as the responsible party, assume all liability for myself and all event participants, invitees and other guests for any form of negligence, injury, death or damaged property that may arise from the consumption of alcohol by the event participants, and guests and agree to waive all rights to pursue legal action against Kinderton Village HOA and BOD.

I HAVE READ THIS AGREEMENT AND HAVE SIGNED IT FREELY. I FULLY UNDERSTAND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT OF THE LAW for the Kinderton Village HOA and BOD and for them to be held harmless.

Resident/Renter's Signature _____ **Date** _____

Address _____

This form MUST be NOTARIZED below....

North Carolina _____ County

I, _____, a Notary Public for said County in North

Carolina, 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 _____.



RENTER Cleaning and Closing CHECKLIST

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

Please check off this reminder page as you take care of the item and leave it on the kitchen counter.

THANK YOU!

- _____ All trash, debris and decorations **removed** from the **interior** of clubhouse.
- _____ Replace trash bags in all trash receptacles **inside** the clubhouse.
- _____ All trash, cups, cans, cigarette butts etc. **picked** up and removed from the **exterior** of the Clubhouse including the parking lot and front and side lawns.
- _____ Any **trash that doesn't fit in the garbage bins shall be taken and disposed of by the renter.** (located on the right side of the building from the pool deck entrance) **no** helium tanks & **no** dangerous items
- _____ **Kitchen** counters, sink, microwave, refrigerator (no leftover food), ALL wiped clean
- _____ **Bathrooms** counter, sink, and toilets/urinalsd surfaces wiped clean. Please check to make sure toilet is not running and let rental contact know if there is a problem.
- _____ **All floors clean** - mopped, swept, vacuumed
- _____ All **chairs** returned to their original position and **tables wiped clean.**
- _____ All **lights** off, **all doors and windows locked.**

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** _____