

# **Rental Agreement for use of The Storrington Homeowner's Association, Inc. Clubhouse**

<b>Rental Fee</b>	<b>Refundable Damage Deposit</b>	<b>Non-Refundable Cleaning Fee</b>
\$200	\$150	\$100

This Rental Agreement ("Agreement") by and between The Storrington Homeowner Association, Inc., ('SHOA") and \_\_\_\_\_ homeowner ("Renter"). In consideration of the Event and Rental Period set forth above, SHOA hereby agrees to rent the Clubhouse to Renter for the Date of \_\_\_\_\_.

Rental Fee to be paid: \$\_\_\_\_\_ Deposit to be paid: \$\_\_\_\_\_

All payments to be made payable to Storrington HOA.

At time of the reservation, the rental fee needs to be paid and the deposit and cleaning fee needs to be received at least 3 business days prior to the rental date. Dates are not guaranteed until rental fee is paid.

### **Rental Fee & Damage Deposit:**

Renter shall, upon execution hereof, deposit with Storrington HOA a \$200 rental fee + a \$150 refundable damage deposit + \$100.00 non-refundable cleaning fee.

Refundable damage deposit will be used for any and all damages to any part of the Clubhouse or to the furnishings therein and to the common areas contiguous thereto, excess cleaning expenses or any other expenses caused by Renter to SHOA. In that event, or in the event there is no such damage, a refund of said damage deposit shall be made to Renter within thirty (30) days of the date of the rental period of this Agreement. Such refund shall be made after inspection of the premises by SHOA and SHOA's assessment of any such loss or damage shall be binding upon the parties hereto. If damage is in excess of the deposit, Renter will be held liable and billed accordingly. If renter is found to have violated any of the rules or requirements listed in this agreement their deposit will be forfeited and they will be subject to potential banning for a period of year from the use of the Clubhouse. Renter is entitled to make a pre-event inspection of the Clubhouse to identify any pre-existing damage which should be set forth in Exhibit A.

### **Rules, Obligations, Covenants and Conditions Precedents:**

- a. As a condition precedent to this Agreement, the Renter's Association Dues must be current.
- b. Maximum occupancy of the Clubhouse is 50 people. Renter will not allow occupancy limit to be exceeded.
- c. All functions occurring Sunday through Saturday must be concluded by 12:00p.m. (This includes clean-up time. Failure to vacate the Clubhouse by the applicable time will result in the forfeiture of the Damage Deposit)
- d. Loud activities, including music, must be kept to a reasonable level and not be heard by the surrounding homes.

- e. No gambling of any sort is allowed in the Clubhouse.
- f. No smoking is allowed in the Clubhouse or on the Clubhouse premises.
- g. Pets, bicycles, skateboards and skates are not allowed in the Clubhouse.
- h. All guests of the Renter shall maintain appropriate attire at all times.
- i. In the event there are minors (under the age of 18) present at the function, Renter must maintain a ratio of one adult for every **nine minors**.
- j. SHOA is not responsible for any lost, stolen or damaged personal property.
- k. Renter agrees not to access or allow his/her guests to access the cabinets in the Clubhouse.
- l. Renter agrees not to allow open flames to be used at the Clubhouse with the exception of cake candles.
- m. Renter agrees not to display any advertisements outside the Clubhouse
- n. Renter agrees not to violate any local, city, state or federal laws of any nature.
- o. Renter agrees not to move any Clubhouse furniture outside.
- p. Renter agrees not to use duct, packing, masking tape, tacks or nails on or in the Clubhouse.
- q. Renter agrees not to perform or permit any practice which may cause a nuisance to the surrounding homes.
- r. Renter agrees not to allow any rubbish, waste materials or other products to accumulate upon the premises.
- s. The following cleaning is required at the conclusion of the rental period:
  - i. Bag all trash and remove from clubhouse. Place
  - ii. clean liners in all trash receptacles. Return all
  - iii. furniture to its original location
  - iv. Clean refrigerator, microwave and coffee pot, and any other appliance present in the Clubhouse. Sweep,
  - v. mop, vacuum Clubhouse.
  - vi. Wipe down all walls/ceiling as necessary.
  - vii. Pick up all trash around clubhouse premises that pertained to rental.

### **Alcohol:**

If the Renter intends on having alcohol on the Clubhouse premises there is an additional \$100 Deposit due **and** the renter will need to provide their homeowner insurance information (company name, policy# & contact phone#). All city, State & National laws must be followed in reference to the use or consumption of alcohol. Please complete Exhibit B.

### **Clubhouse Key:**

The clubhouse key will be available for you to pick up from Prestige Management Group. The office number is 336-378-1778. See Exhibit A for Key pick up times. The key must be returned in an envelope by stated date & time listed on Exhibit A. Late key returns will be assessed a \$25 fee per day. Your security deposit will be returned to you by mail, pending a clean post-rental inspection.

**Indemnification:**

Renter agrees to indemnify, hold harmless, and defend SHOA, against any and a/I losses, liabilities, obligations, claims, damages (including enhanced and punitive damages), penalties, causes of action, settlements or expenses (including reasonable attorneys' fees), as incurred, resulting from, arising out of, or relating to this Agreement or the negligent acts (specifically including intentional and gross negligence) or willful omissions of the Renter, in Renter's performance of its obligations under this Agreement.

**Attorneys' Fees:**

In the event Renter breaches any of the terms of this Agreement, Renter shall pay all reasonable attorneys' fees and costs of SHOA incurred in enforcing any of the obligations of this Agreement.

**Cancellation:**

This Agreement may be cancelled by Renter for any reason if Renter provides written notice to SHOA eleven (11) days prior to the Date of Event, and in such instance Renter shall be entitled to a full refund of the Rental Fee & Damage Deposit.

If Renter cancels 10 days or less from rental date, Renter forfeits 50% of rental fee. Upon cancellation, 50% of rental fee, full Damage deposit and full cleaning fee will be refunded.

This Agreement may be cancelled by SHOA for any reason if SHOA provides written notice to the Renter fifteen (15) days prior to the Date of Event, and in such instance SHOA shall refund the Rental Fee, Damage Deposit, and Cleaning Fee to Renter or if the Clubhouse is deemed unusable for safety reasons, repairs or renovations. Miscellaneous:

- a. This Agreement will not be binding upon the parties until it has been signed herein below.
- b. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereof, and merges all prior discussions, representations and negotiations with respect to the subject matter of this Agreement
- c. The headings used in this Agreement are for convenience and reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.
- d. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by both parties. None of the terms, covenants, and conditions of this Agreement can be waived except by the written consent of the party waiving compliance.
- e. Any ambiguity in this Agreement shall not be construed against SHOA.
- f. If any section of this Agreement is found by competent authority to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such section in every other respect and the remainder of this Agreement shall continue in effect.

In Witness Whereof, SHOA and Renter respectfully executed and delivered this Agreement, pursuant to the uses and purposes that are described and contained in this Agreement herein.

Renter(s): \_\_\_\_\_ (Print Name)

Signature : \_\_\_\_\_ (Sign Name)

Renter(s)Address: \_\_\_\_\_

Renter Best Phone Number: \_\_\_\_\_

Renter Email: \_\_\_\_\_

**For Office Use Only**

Approved By: \_\_\_\_\_ (Print Name)

Date: \_\_\_\_\_ Are Renter's HOA Dues Current?    Yes    No    (circle one)

***Make rental fee and non-refundable cleaning fee payable to Storrington HOA.***

**Rental Fee Received:** \$200 Date: \_\_\_\_\_ Check/MO#: \_\_\_\_\_

**Damage Deposit Received:** \$150 Date: \_\_\_\_\_ Check/MO#: \_\_\_\_\_

**Cleaning Fee Received:** \$100 Date: \_\_\_\_\_ Check/MO#: \_\_\_\_\_

**Alcohol Deposit Received:** \$100 Date: \_\_\_\_\_ Check/MO#: \_\_\_\_\_

All signature blocks of this agreement must be signed and returned with rental/ fee within 3 days of rental reservation date in order to secure the requested rental date and the damage deposit check is due 10 days prior to day of rental/. Please write two separate checks, both payable to Storrington HOA, with the reservation date noted on the check. Rental agreement forms and checks may be mailed to PRESTIGE MANAGEMENT GROUP, 1110-A Dover Road, Greensboro, NC 27408.