



# THE ARBORETUM

## Homeowners Association

### Clubhouse Rental Agreement

The Arboretum Community Clubhouse can be rented to host meetings and small social gatherings. The Clubhouse is equipped with restrooms, a full, working kitchen, and tables and chairs. Maximum Occupancy is 46.

Facility Rental Fee for Resident \$50.00

\*Required Refundable Security Deposit - \$250.00

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel (H): \_\_\_\_\_ (W): \_\_\_\_\_ (C): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Please describe the purpose of your event: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_ Est. Attendance: \_\_\_\_\_

Food/Beverage Present? Yes / No

Caterer Present? Yes / No

Alcohol? Yes / No

**Payment Information (checks payable to "Arboretum Property Owners Association")**

Security Deposit: \$ \_\_\_\_\_ Check # \_\_\_\_\_

Rental Fees: \$ \_\_\_\_\_ Check # \_\_\_\_\_

**Arboretum Homeowners will officially reserve the facility subject to availability upon receipt of liability insurance, deposit, rental fee payable to Arboretum Property Owners Association along with your signed rental agreement. Mail to The Arboretum, C/O Community Association Services, Inc., PO Box 83, Pinehurst, NC 28370, or email to [andrea@casnc.com](mailto:andrea@casnc.com)**

***\*\*Please read the contract that follows and sign the final page. Your application will not be accepted if you do not sign the contract.***

## **Rental Policy Information**

**Facility Usage:** The facility may not be reserved more than one (1) year in advance. No facilities may be used for fund raising purposes without prior approval from the POA. Sales of Alcohol is prohibited. Request for periodic, regularly recurring use of the facility must be approved by the POA.

**Hours:** The facility may be rented Monday-Sunday 10am to 11pm. The facility may not be used past 11pm without prior approval from the POA Committee. Please allow appropriate time for setup before the event and cleanup after your event.

**Rental Agreement:** To reserve the Arboretum Community Clubhouse, a Facility Rental Agreement must be completed, signed and returned to the Arboretum Property Owners Association. Residents MUST be current on their homeowner dues in order to rent the facility.

**Rental Fees:** All rental fees and a refundable security deposit are due at time of application.

**Security Deposit:** All rental applicants must pay a security deposit of \$250.00. The deposit is refundable if the facility is left clean and there is no damage to furnishings or equipment. Any cost incurred in cleaning or repairing the facility will be deducted from the deposit. Should damage exceed the deposit, the association will resort to legal remedies, including a lien on homeowner(s) property. The decision of whether the deposit shall be refunded is solely up to the Arboretum POA and will not be refunded until the facility has been inspected by an Arboretum POA representative.

**Reservations:** Clubhouse reservations are "First-come, first-served" with priorities given to the Arboretum Property Owners Association Functions. A completed reservation form and both subsequent checks are to be received by the POA to finalize a reservation.

**Reservation Status:** A rental reservation is considered binding after the facility Rental Agreement has been signed by the rental applicant and approved by the POA.

**Parking:** Limited spaces are available for parking at the Arboretum Community Clubhouse. Vehicles shall not be parked on the grass. Vehicles can be parked along the road leaving room for traffic to flow.

**Personal Property:** The Arboretum POA is not responsible for any valuables or personal property left on the premises.

**Animals:** Animals, with the exception of service animals, are not permitted inside the Arboretum Community Clubhouse without prior approval of the POA.

**Alcoholic Beverages:** Alcohol can NOT BE SOLD on the premises.

**Cleaning:** The facility must be cleaned, all decorations and trash must be removed, and the facility must be vacated by the end time indicated on the Facility Rental Agreement. The rental applicant is responsible for removal of all personal articles, including leftover food, decorations, etc., and depositing trash in the trash cans. All tabletops, chairs, counter tops, and any appliances used must be wiped clean. All appliances and lights need to be turned off and all doors/windows locked. Rental applicant shall spot mop any spills and sweep the floor if needed. If it becomes necessary for POA to do an extensive amount of cleaning, there will be a corresponding deduction from the security deposit, as determined by the POA.

**Caterers:** Rental applicants may choose to employ an outside caterer for their event. Caterers are required to abide by all policies outlined in the Facility Rental Agreement. All food and beverages must be removed from the premises after the event. Waste food, ice, and beverages may not be dumped onto soil or landscaping anywhere on the premises by guest or catering staff. Rental applicants and/or their caterers are required to provide their own tableware, linens, and service needs. No catering equipment, décor or other items may be left behind or stored on the property after an event unless prior arrangements have been made with the POA.

**Minors:** Any rental with participants under the age of 18 is required to have at least one adult chaperon for every ten minors present during the event.

**Decorations:** No decorations or temporary fixtures may be affixed to the building or any architectural feature with nails, tacks, staples, or any application that will cause irreversible damage. Tape is not permitted on any walls, glass or fixtures.

**Confetti:** Thrown rice, birdseed, glitter, and all types of confetti are prohibited inside the Arboretum Clubhouse.

**Candles:** All candles must be contained in a glass container taller than the top of the candle flame.

**Smoking:** Smoking is prohibited inside or on the grounds of all the Arboretum Facilities.

Care of the Premises: Neither renter nor its guests will cause damage to the premises, or permit anything to be done whereby the premises will be in any manner injured, marred or defaced. Renter will not make or allow to be made any kind of alterations to the premises. The premises shall be inspected by an Arboretum POA Representative before and after the event to ascertain any damage which might have occurred during the event or pre/post production of the event. *Special care must be taken in the moving of furniture to prevent damage to walls and floors. Nothing must be allowed to drag across the surfaces.* No portion of the sidewalk, entries, passage, fire exits or stairways may be obstructed by renter, their guests, or representatives, or used for any purpose other than ingress or egress from the premises.

Acceptance of Premises: It is understood that clients accepts premises "As Is." Client may make, as its own expense, only those changes, alterations, installations and decorations which are stated in this agreement. Premises will be returned in the same conditions as when first occupied.

Questions/Problems? If you have any questions or problems before or during your rental of the Arboretum Community Clubhouse, please call (910) 295-3791 x1301.

**Required Signature**

I have read all of the rental policy information and by signing below, I agree to comply with the provisions of this rental agreement. I understand that my security deposit may be forfeited or I may be billed for any additional expense should any of the aforementioned requirements be ignored or abused, or if any damages are a result of the actions of my rental.

Renter(s) acknowledges that his/her use of the facility purely for the pleasure of his/her guests. The Arboretum Property Owners Association sanctioned community events shall be permitted for the benefit of the community. Renter further acknowledges that the Arboretum Property Owners Association does not assume any responsibility for, or have any liability for, the actions or inactions of the renters and his/her guests and invitees or for any injury, damage or loss any person may sustain while using the facility or in connection with or as a result of any activity, including consumption of alcohol or other intoxication substances, engaged in by any person using the facility.

Renter(s) on behalf of himself, his heirs, successors and assigns, and on behalf of his/her guests and invitees, their heirs, successors, and assigns hereby release the Association from any claims which renter(s), his/her guests and invitees, now have or may hereafter have which are related in any way to any loss, damages or injury that may be sustained in connection with their use of the facilities or as a results of any activity, including consumption of alcohol or other intoxication substances, engaged in while using the facility.

Renter(s) on behalf of himself, his heirs, successors and assigns, agree to indemnify, defend and hold harmless the Association against any and all claims, demands, damages, cost and expenses, including reasonable attorney fees arising from the user of the facilities, including the buildings and sidewalks adjoining the same, by the Renter(s), his/her guests, and invitees, or as result of any activity including consumption of alcohol or other intoxicating substances, engaged in by an such person while using the facility. In the event any actions or proceeding is brought against the Association by reasons of any such claim, renter(s) covenants and agrees to pay all costs of defense of such action or proceeding by council satisfactory to the Associations.

The forgoing indemnification and defense obligations shall not be conditioned upon the availability of insurance coverage and renter(s) failure to obtain insurance coverage or the refusal of the insurer to pay any claim or otherwise assist renter(s) in fulfilling such obligations shall not relieve renter(s) of the indemnification and defense obligations set forth herein.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*The Arboretum POA reserves the right to refuse application for good cause or revoke the rental applicant's permit privileges. If this occurs, we will attempt to notify you as soon as possible.*