

RENTAL AGREEMENT
FOR
THE CENTRE AT STONEHILL VILLAGE

Member's Name: _____

Member's Address: _____

Member's Phone: _____

Member's Email Address: _____

Date of Event: _____

Description of Event: _____

Hours of Event: Need Access For Set-Up By: _____ am/pm

*Day before set-up may require extra rent and must receive prior approval

Event Begins: _____ am/pm

Event Ends: _____ am/pm*

If after 12:00 am a fee will apply for the resetting of the alarm

Alarm Time 5:00 am to 12:00 am

Anticipated Attendance: _____ People [Maximum Permitted: 120 main/mezzanine level]

Portion of Centre To Be Used: Entire Centre (Main Floor/Mezzanine) Outdoor Patio

Will Food Be Served? Yes No

Will Alcohol Be Served? Yes No

Kitchen Facilities Needed? Yes No

Grill Or Other Equipment Needed? Yes No

Will Event Be Catered? Yes No

CD Sleeve (for TV use) Needed? Yes No

Podium With Microphone Needed? Yes No

*Please make the Rental Fee and Deposit **two** separate checks made out to Stonehill Village and send to
Elite Management Services: PO Box 26366, Charlotte, NC 28221 Attn: Stonehill Village*

*******Dates will not be held until the Rent and Deposit are received.**

Rent: \$125.00

Deposit: \$200.00

Initials: _____

**THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS THAT FOLLOW.
PLEASE READ CAREFULLY BEFORE SIGNING**

TERMS AND CONDITIONS

1. General Guidelines

*Doors locked and facility must be vacated by 12 a.m., unless specified in writing prior to the event Alarm will turn on precisely at the times mentioned above.

*Please note that The Centre is **NOT** available for rent on Memorial Day, the Fourth of July, or Labor Day in order to ensure availability to all residents.

*Please make every effort to leave the facility in the same condition as you received it. All items brought to the Centre for the function must be removed after use. The Member may be given no more than **three hours** to set up. **NO** setup is to occur prior to the "Before Checklist" being completed.

***NO TENTS ARE PERMITTED**

2. Agreement to Rent. Stonehill Village Community Association, Inc., (the "Association") agrees to rent The Centre at Stonehill Village ("The Centre") to the Member named above. The Member agrees to rent The Centre from the Association according to the terms of this Rental Agreement. **The Member MUST be present during the entire rental.**

3. Checklist. The Renter Checklist attached to this Agreement is incorporated by reference and made a material part of this Agreement. The Member acknowledges receipt of the Renter Checklist, fully understands it, and agrees to perform and comply with all of the Renter Checklist requirements.

4. Rent. The Member will pay the Association the Rent as consideration for use of The Centre. The Member will pay the full Rent to the Association upon signing this Agreement.

5. Deposit. Upon signing this Agreement, the Member must also pay the Association the full Deposit. The Deposit is security for the Member's performance of the obligations under this Agreement, and will not be credited toward the Rent. The Association will refund the Deposit within thirty (30) business days after the Date of Event if the Member has complied with all terms of this Agreement, including the attached Renter Checklist. If the Member does not comply with all terms of this Agreement and Checklist, the Association may retain the entire Deposit. The Association is not obligated to make any partial refund of the Deposit under any circumstances. Retention of the Deposit does not preclude the Association from recovering any additional damages or other legal or equitable relief to which it may be entitled.

6. Form of Payments. The Member must pay the Rent and the Deposit by means of check or money order in currently available funds for the full amount due. The Association is not able to process or accept credit or debit cards. The Association will deposit the Rent and Deposit into the Association's bank account, and will be commingled with other funds of the Association. No interest will accrue on the Rent or the Deposit for the benefit of the Member while those funds are on deposit in the Association's account. There will be a \$50.00 charge for any payment item that is dishonored for any reason.

7. Cancellation or Postponement. The Member may cancel or postpone the Event by notifying the Association within fourteen calendar days prior to the scheduled Date of Event. Failure to notify the Association within the required time will result in the loss of the full deposit.

8. Use of The Centre. The Member will use The Centre only for the purpose stated in the Description of Event on the first page of this Agreement, and not for any other purpose without the Association's prior written consent. The Event will take place on the Date of Event only during the Hours of Event stated above. **The Association will have the right to charge additional rent for use of The Centre before the stated set-up time or after the stated ending time. The Member agrees that the Event and all guests at the Event will not interfere with other activities taking place at The Centre.** The current list of items for member use are: 3 wooden tables, 14 wooden chairs, 12 conference chairs, 108 metal folding chairs, and 16 plastic banquet tables, and 4 cooler trays. No items will be removed from the walls. **Pools and Fitness Center may not be reserved or used by guests of the Member during rental of the facility. The pools and Fitness Center will always be open for general membership use only.**

Initials: _____

9. Kitchen Facilities. If this Agreement includes use of the kitchen facilities, the Member agrees to use the kitchen facilities only for their intended purpose and in a safe and proper manner. The Member must follow all instructions on operation of kitchen equipment and appliances, and must turn everything off immediately upon completion of its use. Current list of appliances include Oven, no range top, Refrigerator and freezer with icemaker, and microwave. The Member will also properly clean the entire kitchen facility, including the floor, upon completion of the Event. This includes washing and returning to its proper place all utensils, dishware, dishcloths and dish towels.

10. Equipment and Appliances. The Member also agrees to use the gas grill, oven, microwave, vacuum, and all other equipment, appliances, furnishings and other apparatus available at The Centre only for their intended purpose and in a safe and proper manner. The Member must follow all instructions on operation of equipment and appliances, and must turn everything off immediately upon completion of its use.

11. Supplies. The Member must provide all supplies and materials needed for the Event. The Association does not provide any supplies or materials of any type for the Event. The Member is responsible for replacing any supplies or materials or other items that are missing after the Event. There are 2 commercial size coffee pots, 2 small coffee pots, which may all be used by the rentee. All locked cabinets are off limits.

12. Clean-Up. Upon conclusion of the Event, the Member agrees to completely clean and restore The Centre to the condition it was in prior to the Event. The Association does not provide any cleaning services. The Member must finish cleaning The Centre within two hours after conclusion of the Event. If the Centre cannot be cleaned until the morning after the Event, arrangements must be made in advance with Centre staff. The Center provides the following for the Member to use for cleaning: Mop and Bucket in the Utility Closet and cleaning supplies in Storage Area. Also available are a vacuum, toilet paper, bathroom paper towels, and trash bags. Underneath Kitchen sink the Member can find Dish Soap, Dishwasher Detergent, Paper Towels, Trash Bags, and All Purpose Cleaner.

13. Compliance with Laws. The Member represents and warrants to the Association that the Event is a lawful purpose. The Member is solely responsible for full compliance with all federal, state and local laws applicable to the Event and the use of The Centre. This includes the conduct of all of the Member's guests.

14. No Sanction of Event. Under no circumstances does rental of The Centre to the Member constitute the Association's sanctioning of the Event, or endorsement by the Association of the purpose or subject matter of the Event. The Member is not permitted to make any express or implied statements to the contrary without the Association's prior written consent.

15. Rules and Regulations. The Association has adopted Rules and Regulations regarding the use of The Centre. The Member acknowledges receiving a copy of the Rules and Regulations, and agrees to abide by all of the Rules and Regulations. This includes assuring compliance with the Rules and Regulations by all of the Member's guests. **No animals except bona fide service animals are to be in the facility. Stonehill Village is a Non-Smoking Campus.**

16. Parking. Parking is only permitted in designated areas constructed and marked for that purpose. The Member is responsible for assuring that all of its guests park in appropriate places. The Member agrees to encourage guests to not park on the streets adjacent to The Centre in order to maintain access for emergency vehicles.

Initials: _____

17. Alcohol. The Member acknowledges that the Association does not have a license to sell or distribute alcohol at The Centre. If alcohol will be served at the Event, the Member must provide the alcohol at its own expense and arrange for service of the alcohol without any participation from the Association. The Member is solely responsible for compliance with all applicable liquor laws and regulations, and all incidents directly or indirectly relating to the use or abuse of alcohol at the Event.

18. Keys and Security System. Access to The Centre is monitored and regulated by a security system. The Member must make prior arrangements with the Association for access to The Centre before the Event, and for closing The Centre after the Event. The Member agrees that it will not leave The Centre unlocked or the security system deactivated after conclusion of the Event. Tripping the alarm causing it to have to be reset by maintenance holds a minimum fine of \$100.00, but can be higher if the police decide to bill for coming out to the property.

19. Liability. The Member is personally liable for all acts or omissions of the Member, all guests at the Event and everyone at The Centre at the Member's express or implied invitation. This liability includes, without limitation, full, unconditional responsibility for all cost and expenses directly or indirectly relating to any theft, damage or destruction of any property at The Centre, or injury to or death of any persons in any way associated with the Event. The Member is responsible for the conduct of all guests at the Event. The Member expressly assumes liability for any and all damages to The Centre, its fixtures, furniture and other items of personal property, or to the adjacent properties that arises out of or directly or indirectly relates to the use or occupancy of The Centre for the event.

20. Indemnification. The Member agrees to indemnify and defend the Association against all legal or equitable claims, demands, actions, liabilities, fines, penalties, judgments, damages, losses, costs and expenses asserted by any person or entity directly or indirectly relating to the Event, including without limitation any theft, damage or destruction of any property at The Centre, or injury to or death of any persons in any way associated with the Event. This indemnification includes reasonable costs and expenses the Association incurs for attorneys and other professionals during investigation, settlement negotiation, trial, appellate, arbitration, mediation or other proceedings relating to any claims.

21. Release. The Member understands that the Association does not provide any security at The Centre for persons or property, either before, during, or after the Event. Entry into and use of The Centre by the Member and the Member's guests is solely at their own risk. By entering into this Agreement, the Member, for itself and on behalf of all of its guests, agrees to assume all risks with full knowledge and understanding of the potential safety issues and other perils that may be encountered in or adjacent to The Centre at any time. The Member, for itself and on behalf of all of its guests, unconditionally and irrevocably releases the Association from any liability directly or indirectly resulting from any theft, damage or destruction of any property, or injury to or death of any persons, at The Centre or otherwise associated with the Event.

22. No Assignment. This Agreement is personal to the individual Member who signs this Agreement. It may not be assigned or otherwise transferred to any other person or entity at any time or for any reason without the prior written consent of the Association. Violation of this requirement will result in immediate termination of this Agreement without notice.

23. Termination of Agreement. The Association reserves the right to terminate this Agreement before or during the Event if the Member fails to comply with all terms and conditions of this Agreement. The termination may be immediate and without prior notice. The Association will not be liable to the Member, any of the Member's guests, or any other person or entity if the Association terminates this Agreement as permitted in this paragraph.

Initials: _____

24. Effective Date. This Agreement will become effective as soon as it is signed by the Member and accepted by signature of an authorized representative of the Association. **The Member understands that the Date of Event will not be secured, and the Association will not be bound by this Agreement, until the Member has completely filled out all information on the first page and paid the full Rent and Deposit required under this Agreement. It is the responsibility of the Member to call the coordinator to set a date for the Pre-Rental walk-through.**

**STONEHILL VILLAGE COMMUNITY
ASSOCIATION, INC.:**

MEMBER:

By: _____

_____ [Print Name]
Authorized Representative

_____ [Print Name]

Date Accepted: _____

Date Submitted: _____

____ Copy Received

(Before Rental)

CLUBHOUSE CLEANING CHECKLIST

Stonehill Village

	ACCEPTABLE	NOT ACCEPTABLE
1. Carpet – vacuumed, free of stains, burns, spills	_____	_____
2. Kitchen floors mopped & cleaned	_____	_____
3. Kitchen – clean sink, oven range, microwave (inside & out), refrigerator (inside & out) Cabinets, floor, counters – free of cut marks	_____	_____
4. Bathrooms – cleaned no trash left out, no splash marks on mirrors and faucets; no stray papers	_____	_____
5. Trash – all cans emptied and trash removed from The Clubhouse/ patio area and the surrounding outside common grounds picked up and put in dumpsters	_____	_____
6. Ceilings, Walls, and Furniture – No Marks, free of balloons/ decorations Conference Room clean	_____	_____
7. Tables & folding chairs – clean/ undamaged/ returned to storage room & locked	_____	_____
8. Key in Lockbox	_____	_____

In addition to the above listed items, I have read and agree to abide by the Stonehill Village Covenants and Restrictions, Rules and Regulations, and any Rental Agreements concerning the rental of The Centre at Stonehill Village.

*****If member leaves Centre anytime between Check-in and Check-out, ALL lights will be turned off and doors locked.**

NOTE CONDITIONS OR EXISTING DAMAGE PRIOR TO RENTAL: ON BACK

SIGN IN: _____

CLUBHOUSE COORDINATOR	DATE
MEMBER	DATE

7/2017

***** Note: Rental of the community center DOES NOT include the pool or Fitness Center. Guest(s) of individuals renting the center are not allowed to use the pool or Fitness Center *****

(After Rental)

CLUBHOUSE CLEANING CHECKLIST

Stonehill Village

	ACCEPTABLE	NOT ACCEPTABLE	MINIMUM CHARGE
1. Carpet must be vacuumed and free from stains, burns, and spills. <i>(Hoover Vac for Dry carpet only <u>*clean out vacuum after use</u>)</i> Don't use vacuum on wet surfaces	_____	_____	\$25.00
2. Kitchen floors mopped & cleaned, free from crumbs, & scuffs	_____	_____	\$25.00
3. Kitchen – clean sink, oven range, microwave (inside & out), refrigerator (inside & out), cabinets, floor, counters.	_____	_____	\$25.00
4. Bathrooms – cleaned no trash left out, no splash marks on mirror and faucet, no stray papers, ALL trash emptied	_____	_____	\$25.00
5. Trash – ALL cans emptied and trash removed from the Clubhouse/patio and the surrounding outside common grounds picked up and put in dumpsters	_____	_____	\$25.00
6. Ceilings, walls, & furniture left in original condition. Conference table and chairs wiped clean	_____	_____	\$25.00
7. Tables & folding chairs – clean/ undamaged/ returned to storage room	_____	_____	\$25.00
8. Decorations – must be taped (not tacked or nailed) into place on unpainted surfaces only. ALL decorations and ALL tape must be removed, including balloons.	_____	_____	\$25.00
9. If the alarm is tripped and someone has to come out to reset/ turn off	_____	_____	\$100.00
10. Lost or broken Lockbox and/or Key Loss of any key will result in loss of deposit.	_____	_____	\$200.00

Missing items and damage to Television, drywall, deep scratches in the woodwork, flooring, tables, chairs, furniture, lamps, lighting fixtures, carpeting, appliances, windows, or non-compliance of all other terms of the Rental Agreement will result in the Member forfeiting the security deposit plus other charges as determined. The above amounts are **minimum amounts** that could be charged. The maximum charge would be the cost incurred to repair or replace what was damaged. Member will be responsible for any damage cost that exceeds the amount of the deposit.

NOTE CONDITIONS OR EXISTING DAMAGE AFTER RENTAL: ON BACK

SIGN OUT:

_____	_____
CLUBHOUSE COORDINATOR	DATE
_____	_____
MEMBER	DATE

RENTAL DATE	