

Clubhouse Rental Request & Agreement River Plantation Section Two

Note: Only Homeowners, (the Renter) in good standing with the Association may rent the Clubhouse.

Date of this request: _____

Homeowner's Name _____ Unit Number: _____
Print

Requested date of use: _____ Time of day: _____

Description of intended use (such as 'birthday party', 'book club', 'business', etc.): _____

Is this request for use by an outside group (see definition below): Yes ____ No ____

Terms of Use

Outside group: any group not primarily composed of family members or close personal friends of the Homeowner who is requesting use of the Clubhouse. A Homeowner may sponsor such a group but will be solely responsible for the adherence to all applicable policies and rules and regulations of the Association by all attendees, including any hired staff.

Responsible Person: that person (age 21 years or over) designated by the Clubhouse Renter to coordinate and supervise all activities related to the function. **This individual must be in attendance throughout the function.** The Clubhouse Renter (Homeowner) retains final responsibility.

All attendees and hired staff are required to adhere to all policies and rules and regulations of the Association. Further, especially if alcohol is to be served, they must adhere to all Metro ordinances and state and federal laws.

All rentals are subject to approval by the Home Owners' Association Board of Directors (the Association), or their designee, which reserves the right to deny rental to any individual or group that proposes an activity not in keeping with the moral principles and quiet character of the neighborhood.

All rentals are subject to immediate shut down in the occurrence of any activity that disturbs the peace or otherwise infringes on the neighborhood in such a manner as to cause reasonable complaints from residents. This Agreement is subject to cancellation, or the function may be shut down, if the Clubhouse Renter misrepresents information about the purpose of the event or the use of alcohol at the event.

This Agreement may be cancelled up to two weeks before the scheduled event with no penalty. Cancellation with less than two weeks' notice will result in retention of one day's rental fee.

Alcohol shall not be served to anyone under the age of 21 years. Sales of alcohol are strictly prohibited.

If a caterer, bartender, or other professional service provider is used, the Clubhouse Renter must secure and provide documentation of professional liability insurance with combined single limit coverage of \$1,000,000. If liquor is to be served, the policy must include liquor liability as well as professional's worker's compensation insurance for any employees or persons providing services under their auspices. Servers, caterers and other hired personnel are required to abide by all policies outlined in this Agreement.

Homeowners who rent the Clubhouse are responsible to cover the \$10,000 deductible of the River Plantation Section Two Master Insurance policy, should a claim be filed.

Renter assumes all responsibilities, risks, liabilities and hazards incidental to the holding of the function occurring in, on, or about the premises and the grounds on which the premises are located (including, but not limited to, the serving of any alcoholic beverage) and, irrespective of any acts or omissions by the Association or its agent, whether negligent, intentional or otherwise, all users release and forever discharge the Association, its officers, directors, employees, agents and members, past, present and future, and agree to defend, indemnify and hold the same harmless, from and against any and all losses, expenses, liens, claims, demands and causes of action of every kind and character (including those of the permittees, agents, licensees and invitees of user) for death, personal injury, property damage or any other liability damages, fines or penalties, including costs, attorneys' fees and settlements, resulting from any act performed by, or omission on the part of users, its employees, invitees, permittees, agents, or licensees, arising out of or in connection with users' use of the premises and grounds.

Adequate adult supervision is required for all activities attended by children. The Responsible Person must ensure a minimum of one adult (over age 21) for every ten minors (under age 18) present during an event.

Parking is limited to the guest lot in front of the Clubhouse and adjacent guest parking lots. Parking is not permitted in driveways, along Plantation Court roadway or in carports.

Except for approved service animals, animals are not permitted in the Clubhouse without prior Association approval.

An adult must remain in the kitchen at all times that kitchen appliances are in use.

Smoking and use of tobacco products are strictly prohibited within the Clubhouse.

Nails, push pins, glue tacks and tape are not permitted on any wall, door or window. Open flame candles are strictly prohibited. Rice, confetti, birdseed or glitter may not be thrown inside the Clubhouse. Items thrown outside must be removed from driveways, porches, parking lots and sidewalks.

Renter is required to notify the Association in the event there are discrepancies in the condition of the Clubhouse prior to its use and notify immediately if there are problems during use of the facility. Upon conclusion of the function, Renter must ensure furnishings are returned to original locations, ensure that appliances, except the refrigerator, are turned off, ensure that floors, kitchen and bathrooms are clean, ensure the proper removal and disposal of all trash and decorations, lock all doors and turn off lights.

The Association is not responsible for any valuables or personal property left on the premises.

The Renter is responsible for providing supplies necessary to conduct their activity and cleaning of the Clubhouse. This includes tableware, linens, and other service needs. Included in the rental is use of 12 folding tables (6-foot x 2.5 foot) and approximately 120 folding chairs. Renter is responsible to place these as desired and to return them to their original location.

All food and beverages must be removed from the premises after the event. Waste food and beverages may not be dumped onto soil or landscaping anywhere on the premises. 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 Association.

Due to parking limitations, the maximum capacity for guests and attendees who do not live in RP Two is 80 people.

Rental of the Clubhouse does NOT include use of the swimming pool or other common grounds.

Fees and Security Deposit

Rental: \$50.00 per day Security Deposit: \$250.00

If the Clubhouse is found to be in satisfactory condition upon completion of the event, and if all terms of this Agreement have been adhered to, the Security Deposit will be returned in full.

If damage occurs or the Clubhouse is not properly cleaned, all or a portion of the Security Deposit will be retained to cover the cost of repairs and cleaning. If these costs exceed the amount of Deposit, the Renter (Homeowner) will be assessed the difference.

Payment is accepted in checks or money orders; no cash or credit cards are accepted. Checks are to be made payable to River Plantation Section Two.

Requests for periodic, regularly scheduled use of the Clubhouse must be pre-approved by the Association. Nothing may be left overnight or in storage, and pre-event set-up or post event clean up cannot be done without prior approval. Failure to cancel a date prior to two weeks before will result in a one-day use fee being assessed.

Signatures

Homeowner (Renter)

I have read all the rental policy information and by signing below I agree to comply with the provisions of this Rental Agreement. I understand my Security Deposit may be forfeited or I may be assessed for any additional expense should any of the aforementioned requirements be ignored or abused, or if damages are a result of the actions of my rental. I understand this Agreement may be cancelled and rental fees forfeited if it is discovered that I have misrepresented information in this Agreement.

Signature: _____ Date: _____

River Plantation Section Two (Association)

Signature: _____ Date: _____

Name: _____ Title: _____
Print

Renter Contact Information Telephone: _____

Emergency Telephone: _____

Email: _____

Responsible Person: Name: _____
Print

Contact Information: _____
