

BRANDON OAKS COMMUNITY ASSOCIATION

Clubhouse Rental Agreement

Name of Homeowner(s): _____

Address: _____

Phone Number: (Home) _____

(Work/Cell) _____

Date Requested: _____ Day of Week: _____

Time of Party: (from) _____ (to) _____

Type of Event: _____

Allow enough time for setup and cleanup – Party MUST END no later than 11:00 p.m., & Clubhouse cleaned up by 12:00 a.m. ALL music must be off by 11:00 p.m.

Number of People; (Adults) _____ (Children 1-13 years): _____

Deposit Fee: **\$300** – Received: _____ Payment Method/Check #: _____

Please note: The Deposit will be cashed through the banking institution. Upon a successful rental, your deposit will be processed within 7 to 10 business days.

Rental Fee: (\$50 – up to six hours; \$100 – all day rental)**

Rental Fee Received: _____ Payment Method/Check #: _____

****Please note: 24-hour cancellation policy exists in order to receive full rental fee refund****

*****Make two (2) checks payable to Brandon Oaks Homeowners Association)**

Checks only accepted from Brandon Oaks Homeowners

The Clubhouse facilities may be rented for private parties sponsored by Brandon Oaks Community homeowners. The maximum number of people is **60**.

Your \$300 deposit will not be returned if the following rules are not met...

➔ **NO DECORATIONS are to be taped, tacked, stapled or nailed (including any type of other miscellaneous adhesives) to the walls, furniture, window areas and doors.**

Initial _____

➔ **Stains on carpet due to spilled drinks, food, cooler/ice, mud, etc**

Initial _____

➔ **NO SMOKING allowed inside the clubhouse and/or restrooms**

Initial _____

➔ **If any alcoholic beverage is to be present, Homeowner(s) must provide proof of host liquor liability insurance with combined single limit coverage of \$1,000,000 with respect to injuries, deaths, or damages. This may be accomplished through a general liability or excess liability (umbrella) rider to the Homeowner(s) policy, or through a separate policy, provided that the rider or additional policy specifically covers host liquor liability. Proof of such insurance must be delivered to the Pool Committee at least one week prior to the Clubhouse rental, or this rental agreement is subject to automatic termination by the association.**

Initial _____

➡ If any alcoholic beverage other than unfortified wine or beer is to be served/be present or any alcoholic beverage is sold, Homeowner(s) must obtain a limited special occasion permit or such other permit as may be required by the State ABC Commission. **Initial** _____

Braesael Management Co., LLC, will **OFFICIALLY** reserve the requested facility subject to availability upon receipt of two required payments (deposit and rental fee), as well as the initialed and signed Clubhouse Rental Agreement.

Please remit all required paperwork to:

Braesael Management Company
POB 1196
Matthews, NC 28106
(704-847-3507)

All functions at the Clubhouse must place a \$300.00 deposit and the required rental fee (based on the number of hours rental is to occur -- \$50 = up to six hours; \$100 = all day)

Refund of Deposit Policy: The deposit is refundable upon confirmation that the facility was left clean, in good condition, and that any/all clubhouse keys have been returned to Braesael Management. ANY COSTS INCURRED IN CLEANING OR REPAIRING THE FACILITY WILL BE DEDUCTED FROM THE DEPOSIT. BY SIGNING THIS AGREEMENT, THE HOMEOWNER/RENTER HEREBY AGREES TO BE RESPONSIBLE FOR ANY AND ALL COSTS INCURRED IN REPAIR OF THE FACILITIES TO ITS CONDITION PRIOR TO THE SUBJECT EVENT, WHICH SHALL NOT BE LIMITED TO THE AMOUNT OF THE DEPOSIT. **Initial** _____

\$75 Full service- (appliances, sinks and countertops, tabletops, floors, windows, restrooms, repositioning-furniture)

\$50-Restrooms-only-(toilets,commodes,floors)

\$50--Clubhouse area only (appliances, sinks and countertops, tabletops, floor, windows)

\$25-Windows-(especially-following-children's-events)

\$25-Floors-(sweep-and-wash)

\$25- Sinks and countertops and tabletops **Initial** _____

Homeowner(s) acknowledges that his/her use of the facility is purely for the pleasure of Homeowner(s) and his/her guests and that neither Pace/Dowd Properties, Ltd, and its partners, affiliates, contractors, agents, assigns, and related companies (the "Developer"), Braesael Management Co., (the "Managers"), nor the Brandon Oaks Community Association (the "Association"), has assumed any responsibility for, nor shall the Developer, the Managers, or the Association have any liability for, the actions or inactions of Homeowners(s) 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 intoxicating substances, engaged in by any person while using the facility. **Initial** _____

Homeowner(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 releases the Developer, the Managers, and the Association and their respective officers, directors, shareholders, agents, members, successors, and assigns of any from any claims which Homeowner(s), his/her guests, and invitees, now have or may hereafter have which are related in any way to any loss, damage or injury that may be sustained in connection with their use of the facilities or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in while using the facility. **Initial** _____

Homeowner(s) on behalf of himself, his heir, successors and assigns, agrees to indemnify, defend and hold harmless the Developer, the Managers, and the Association and their respective claims, demands, damages, costs and expenses, including reasonable attorney's fees, arising from the use of the facilities, including the buildings and sidewalks adjoining same, by the Homeowner(s), his/her guests, and invitees, or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any such person while using such facilities. In the event any action or proceeding is brought against the Developer, the Managers, or the Association, their respective officers, directors, shareholders, agents, members, successors or assigns by reasons of any such claim, Homeowner(s) covenants and agrees to pay all costs of defense of such action or proceeding by counsel satisfactory to the Developer, the Managers, and the Association. **Initial** _____

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

Initial _____

Homeowner(s) has read and is familiar with the provisions of this Agreement and the rules of the facilities and agrees to comply with same.

Initial _____

Will alcoholic beverages of any kind be served or present at subject event?

YES _____

NO _____

Initial one, please

All Pool Parties or Parties that include the Pool Deck area must be scheduled with the Pool Manager

**YOUR HOMEOWNER ASSESSMENTS MUST BE PAID IN FULL
BEFORE YOU MAY USE THE FACILITIES.**

Please note: After all required paperwork and payments (deposit / rental fee) have been received and processed by Braesael Management Company, a Braesael representative will contact you that your Clubhouse entry key card has been activated.

Keycard # _____

Keycard # _____

***Braesael Management Company
119 South Trade Street
Ste 108
Matthews, NC 28105
(704)-847-3507***

HOMEOWNER'S SIGNATURE

DATE

HOMEOWNER'S SIGNATURE

DATE

Thank you!!

