



Event Date: _____

Room: _____

Name: _____

Date Deposit & Fee paid: _____

Date Checks Submitted: _____

Inspection completed by: _____

Date Deposit Refund

Processed: _____

**RESIDENTS CLUB FACILITIES RENTAL AGREEMENT
TERMS and CONDITIONS**

“Clubhouse facilities” include all interior rooms within the Residents’ Club as well as the Event Lawn for purposes of this agreement.

1. Rental is available exclusively to current, registered *Amberly Property Owners Association* members in good standing. ***The member must be present for the duration of the party and available if needed by staff.*** The member signing below shall be the same person referred to in this agreement as the “renter”, “resident”, or “responsible party”.
2. Upon arrival, the responsible party must check-in with the clubhouse staff prior to setup to review responsibilities and policies. The responsible party will be held accountable for the action(s) of the entire rental participants and guests. All guests shall comply with the direction of the staff member on duty.
3. The clubhouse facilities may be rented during clubhouse hours and after regular hours until 12:00 a.m. (midnight) for an additional fee. Please note that **use or rental of the pool is not included in this agreement.** Access is granted only to the area(s) designated below in the signed portion of this agreement. Event Lawn rentals are restricted to the outside with exception to use of the restrooms only. The reservation is considered final only upon receipt of the security deposit, the rental fee, and this signed rental agreement. The clubhouse is a **non-smoking facility.** *Amberly Master Property Owners Association reserves the right to grant or deny rental of its facilities.*
4. The Association reserves the right to determine the need for additional cleaning and/or security fees. These will be an additional charge and, when known, must be paid in advance.
5. **Rental rates are for six (6) hours.** No decorating will be allowed prior to your rental time. Delivery of rental equipment (i.e., tables, chairs, etc.) must be arranged on a case-by-case basis. Any room usage beyond 6 hours, whether for set-up, clean-up, or the event itself, must be approved before the event and may incur an additional rental charge of \$25 per hour. If this has not been approved and paid prior to the event, a fee of \$100.00 per hour in excess of 6 hours may be withheld from the deposit.
6. **All residents and guests must be out of the building by 12:00 a.m. (midnight), no exceptions.** All functions should end allotting ample time for clean-up. Failure to depart at the contract departure time will result in the forfeiture of the security deposit and/or an additional charge.
7. **Private events lasting later than closing time** require a staff member (or specially hired security personnel) to remain, in order that the building can be securely closed. **A fee of \$30.00 per hour beyond regular closing time** is charged for this service. This fee must be paid **prior to the date of the event**; otherwise it will be withheld from the security deposit. *Note: This is a security fee for extended hours and is separate from any additional rental fees.*

8. **Rental of a room in the clubhouse is limited only to the room or area designated on this agreement and does not include the pool, pool deck, locker rooms or playgrounds.**
9. **Noise Ordinance:** In compliance with the Town of Cary Noise Ordinance, we require windows and doors be kept closed while music is being played so that it does not disturb area residents and other patrons of the clubhouse. If noise complaints are made, *Amberly Master Property Owners Association* reserves the right to ask all guests to end the event immediately or to keep the security deposit.
10. **Supplies:** Resident should provide all supplies needed for the event. If any items such as cups, plates, platters, silverware, or similar items already in the facility, which are property of Amberly Master, are missing or used in excess, this may result in a deduction from the security deposit to cover the expense of supplies.
11. **An adult (18 years or older) must be present at all times.** A ratio of one (1) adult per 10 youth/teens is required.
12. **Alcohol shall not be served to anyone underage.** If alcoholic beverages are to be served, the Renter shall sign a "Host Liquor Liability Agreement." ALL ALCOHOLIC BEVERAGES MUST BE CONTAINED IN THE ROOM OR SURROUNDING DECK. Colored beverages (especially red) may result in stains and the loss of the security deposit.
13. Pets, bicycles, skates, and skateboards are not permitted in the clubhouse or on the surrounding decks/porches.
14. Appropriate attire should be worn at all times. Wet bathing suits are prohibited in the amenity center, except in the locker rooms. Pointed high-heeled shoes are prohibited in the gymnasium.
15. **Temperature** may be adjusted by staff if needed. Do not adjust the thermostats inside the room or amenity center.
16. **Decorations: No tape or push pins** are to be used on the walls inside or outside of the room or amenity center. No rice, birdseed, confetti, flower petals, bubbles, etc. are permitted. Evidence of damage due to these may be deducted from the security deposit. All helium balloons must be removed at termination of function. Helium balloons shall not be used while ceiling fans are in motion.
17. **Post-Event Cleaning:** The following cleaning is required to avoid loss of some or all of the security deposit:
 - a. Pick up excess debris from all floors/areas used by your party, including parking lot.
 - b. Bag all trash & dispose of it in the dumpster located in the rear of the parking lot.
 - c. Sweep the floors and vacuum carpet. Use spot cleaner on any stains in carpet – ask staff member if any questions. **Do not use solvents from your home** as these may damage the color of walls or flooring. **Do not wet mop the gymnasium.**
 - d. Wipe down all sinks, tables, counter tops and cabinets.
 - e. Remove all food from refrigerator and wipe out.
 - f. Make sure all balloons are removed.
 - g. Return all furniture to its original location and position; ensure there are no stains.
 - h. Ensure that all lights are turned off and doors and windows are locked.

18. Upon completion of the event, the responsible party must check in with the clubhouse staff to determine that the room/area rented has been left in satisfactory condition.
19. **Fees:** The following fees are based on a six-hour rental. Additional time may be reserved at sole discretion of management at a rate of \$25.00 per hour.

Club Room:	\$250 Fee	\$500 Deposit
Teen Lounge:	\$150 Fee	\$500 Deposit
Activity Room	\$150 Fee	\$500 Deposit
Gymnasium:	\$350 Fee	\$500 Deposit
Event Lawn:	\$150 Fee	\$500 Deposit
Pool Parties:	\$150 Fee	\$100 Deposit

20. **Payment:** Make checks payable to Amberly Property Owners Association. Both checks must be from the member making the reservation and are due in full upon the reservation. Checks must be certified if rental is less than 10 business days prior to event.
- Check #1 for the Rental Fee including any additional rental time if applicable
 - Check #2 for the Refundable Security Deposit of \$500.
 - Security fee is \$30.00/hour and must be paid in advance or otherwise deducted from the security deposit. Applicable only to events extending past closing time.
 - If applicable, charges for cleaning.

21. **Security Deposit Refund:** The security deposit will be refunded only after the property has been inspected and found to be in good order. Refunds will be made payable to the Responsible Party; staff will not determine amounts or outside parties for payments, refunds, etc. Inspections will be completed prior to any subsequent events and shall be completed upon the termination of an event.
- The Responsible Party should accompany the staff member upon termination of the event. Both shall sign off on the post-event checklist to acknowledge that the inspection has occurred, including any notes or observations. Photos may or may not be attached as deemed necessary. No deposits shall be returned at the end of the event. **All deposits are returned by mailed check within 30 calendar days of the event.** Failure to abide by any of the guidelines in this agreement will result in a partial or full withholding of the security deposit. Any amounts withheld from the deposit based on the inspection checklist will be calculated and communicated in writing within 2 business days of the event.

22. **Advance Notice:** Reservations can be made no more than 3 (three) months prior to the event. Exceptions are made for planning a wedding reception, bar mitzvah, etc., in which case reservations may be made up to 6 (six) months in advance. ***The security deposit is due in order to secure your date. Full payment must be received 14 calendar days prior to the actual rental date or the reservation will be cancelled and any security deposit received may be forfeited. Cancellation must be received in writing 14 calendar days in advance to receive a full refund of the security deposit.***

23. **Short Notice:** Reservations requested with less than 14 days' notice will be reviewed on a case-by-case basis to evaluate staffing and other provisions. If such short notice events are approved, all rental fees and deposits are due immediately and in cash or credit. Deposit refund is subject to the same process and timeframe outlined in this agreement.

(Please print)

Name of Responsible Party/Resident _____

Property Address: _____
(Deposit will be returned to this address in the name of the Resident & Responsible Party)

Phone Number: _____

Email Address: _____
(Written correspondence regarding this event may be sent to this address)

Room Requested: _____

Date of Function: _____

Start & End Times of Function _____

Type of Function _____

Approximate # of Guests _____

Will you require use of any audio-visual equipment (screen, music, etc. if available in the room requested): YES: _____ NO: _____

If YES, be sure to speak with the staff manager **prior** to your event.

IMPORTANT: Are there any special needs or circumstances that have been discussed with management prior to your event (i.e. setup, delivery, or other needs for consideration)? Issues raised on the day of the event may result in a loss of the security deposit. Notes must be in writing here or attached by email. No verbal agreements shall exist in excess of this contract.

Will alcoholic beverages be served: YES: _____ NO: _____

I, the undersigned, am requesting to reserve the room indicated at the Amberly Residents' Club for the date and times indicated above. My signature certifies that I have read and understand the reservation policies and procedures and the rental fees. If my reservation request is accepted, I agree to abide by these policies and procedures and to pay all applicable fees and deposits. It is understood and agreed that I am accepting responsibility for the room indicated (including furnishings and equipment) during the reservation period, and will be fully responsible for all costs incurred by the Association to repair any damage to this room or to any area of the Residents' Club caused by me or any of my guests. I agree to defend, indemnify and hold the Association, its officers, directors, managers and members harmless from any and all injuries, claims, suits or actions arising out of or related to my use of the Amberly Residents' Club for the purpose for which it is rented. I also understand that the Residents' Club is in a residential neighborhood and that undue commotion, including loud music, is strictly prohibited.

Signature of Resident & Responsible Party _____ **Date:** _____