

Mackintosh on the Lake Community Association

RESIDENTS CLUB RENTAL AGREEMENT

TERMS and CONDITIONS

1. The Mackintosh on the Lake Residents Club (hereinafter called the Clubhouse) is the sole property of ***Mackintosh on the Lake*** and should be treated as such. The Clubhouse will only be reserved upon receipt of the security deposit, the rental fee, and this signed rental agreement.
 2. *Rental of the clubhouse is available exclusively to ***Mackintosh on the Lake*** resident homeowners (hereinafter called the resident); ***note: the contracting resident must be present for the duration of the party or event.****
 3. Rental of the clubhouse is limited to the great room, conference room, downstairs bathrooms, foyer, downstairs deck, and kitchen space with a maximum attendance of 100 people. ****This Rental does not include the second floor of the clubhouse, pool, pool deck, tennis courts, playground, basketball courts or sand volleyball court.****
 4. All functions must be concluded by 10:00 P.M. as the resident and their guests must be out of the building by 11:00 P.M.. This includes clean-up time.
- 5. Clubhouse Rules of Conduct:**
- a. Noise: In compliance with Alamance County Noise Ordinance, we require that windows and doors be kept closed while music is being played so that it does not disturb area residents.
 - b. Adults must supervise all youth/teenage activities at all times. A ratio of one adult per 10 youth/teens is required.
 - c. Pets, bicycles, skates, and skateboards are not permitted in the clubhouse or on the back porch.
 - d. The Resident's Club is a smoke-free environment. This includes the grounds and pool.
 - e. Appropriate attire must be worn at all times. No bathing suits are allowed. Foot wear and shirts are required inside the upper floor of the clubhouse.
 - f. No rice, birdseed, confetti, flower petals, etc. are permitted inside the clubhouse. Only birdseed may be used outside of the clubhouse.
 - g. Do not tamper with the thermostats inside the clubhouse.
 - h. No tape, push pins or putty like substances are to be used on the walls inside or outside of the clubhouse.
 - i. ALL helium balloons must be removed at termination of function. Helium balloons shall not be used in conjunction with ceiling fans in motion.
 - j. Furniture in the Clubhouse may be moved within the room, but under no circumstances is it to be removed from the Clubhouse to the deck, porch or any other location than the room in which it currently sits.

6. Check-in:

- a. The Resident must check-in at the Residents Clubhouse with an authorized representative prior to setup to review all required responsibilities and Clubhouse policies.
- b. **The Resident signing this agreement must contact PPM at least 48 hours prior to rental to coordinate key pick up.**
- c. The Resident will be held accountable for the action(s) of the all guests of during the rental period.

7. Cleanup and Checkout:

To avoid loss of some or all of the security deposit, the following cleaning is required before you leave the premises:

- a. Remove any and all decorations that your event used, including tape.
- b. Counter tops are to be wiped clean.
- c. Furniture, if arranged, is to be cleaned and replaced as found.
- d. Carpet vacuumed (and cleaned, if liquids were spilled).
- e. Hardwood, vinyl, and tile floors are to be swept and mopped.
- f. Bathrooms are cleaned.
- g. All trash removed from the premises. Garbage cans must be rinsed if your guests do not use trash bags or liners. ALL trash cans are to be re-stocked with trash bags.
- h. Outside grounds clear of litter.
- i. Make sure all windows and doors are closed and locked. Finger prints need to be cleaned off of windows.
- j. Make sure no water is left running.
- k. Turn OFF all the lights before leaving.

8. Alcohol:

- a. If alcoholic beverages are to be served, the Resident signing this Rental Agreement MUST also sign and submit a notarized "Host Liquor Liability Agreement" with their Rental Fee check.
- b. Please note, **ALL** ALCOHOLIC BEVERAGES served must be contained within the great room, foyer, or on the surrounding deck.

9. Security Deposit:

- a. A Security Deposit of \$250.00 is required to reserve the requested date and time. This Security Deposit check will be held on to until after the post-rental walkthrough is completed. Please make checks payable to Mackintosh on the Lake Community Association. The \$250.00 security deposit will be returned only after the property has been inspected and found to be in good order. It is also understood and agreed that any additional damage (not covered in the security deposit) done to the facilities (including furnishings and equipment therein) are the renting resident's responsibility and any cost resulting from such damage shall be paid by such.
- b. Note: The deposit check must be from the resident making the reservation.

- c. Forfeiture of the security deposit: If the party/event is cancelled by the resident (regardless of the timing of the written cancellation notification) and ***Mackintosh on the Lake***:
 - 1) Cannot rent that reserved time to another resident, none of the security deposit is refundable.
 - 2) Rent the reserved time to another resident, the contracting resident will be refunded \$200 of the security deposit.
- d. If noise complaints are received from other residents during the scheduled party/event, ***Mackintosh on the Lake*** reserves the right to keep the entire security deposit.
- e. Failure to depart the Clubhouse at the contracted departure time of 11:00 P.M. will result in the forfeiture of \$100.00 of the security deposit.
- f. The Resident signing this rental agreement will be required to complete a walkthrough with an authorized representative on the day following the event. If any items in section 7.b.were not completed, then a portion of the security deposit will be forfeited as deemed necessary by PPM. The Resident and authorized representative will both be required to sign the "Clubhouse Rental Checklist" upon completion of the walkthrough and returning of keys.
- g. Return of any part of Security Deposit, as stated above, will be via check from PPM within 15 business days following your rental.

10. Rental Fee:

- a. The Clubhouse Rental Fee is \$150.00 for ONE day ONLY.
- b. Full Rental Fee payment must be received at the time of the date reservation.
- c. Please make checks payable to Mackintosh on the Lake Community Association. Note: The Rental check must be from the resident making the reservation.
- d. Cancellation of your rental:
 - If you need to cancel your reservation for any reason, notification of the cancellation must be received by PPM in writing at least 15 days in advance of the rental date to receive a full refund of the Rental Fee.
 - Notification of cancellation received less than 15 days prior to the rental date will result in forfeiture of \$150 of the Rental Fee.
- e. Return of any part of Rental Fee, as stated above, will be via check from PPM within 15 business days following your rental.
- f. Reservations can be made up to six (6) months prior to the event.

I have read and agree to the Terms and Conditions as stated above: _____ (initial)

Signature of Resident _____ Date _____

Name of Resident _____ Phone _____
(Please print)

Address: _____

Date of Function _____

Times of Function _____

Type of Function _____ Approx. # of Guests _____

Office Use Only:

Contract Received by: _____ Date: _____

Deposit Received by: _____ Date _____ Amount: \$ _____ Check # _____

Rental Fee Received by: _____ Date _____ Amount \$ _____ Check# _____

Rental Refund Issued by: _____ Date: _____ Amt \$ _____ Check # _____

Security Deposit Refund by: _____ Date: _____ Amt\$ _____ Check# _____

Reason for any amount withheld:

HOST LIQUOR LIABILITY AGREEMENT

The undersigned hereby agrees to accept Host Liquor Liability Responsibility for:

(Activity) _____
Held on _____ 20 _____ between the hours of _____
and _____, and to hold Mackintosh on the Lake Community Association, Inc.
harmless.

THE MACKINTOSH ON THE LAKE CLUBHOUSE IS A NON-SMOKING
FACILITY!!

Applicant's Signature

Date

North Carolina

County

I, _____, a Notary Public for said County and State, do hereby
certify that _____ personally appeared before me this
day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20 _____.

Notary Public _____

My Commission Expires _____, 20 ____

Loch Ridge Manor Clubhouse Rental Checklist

Please complete the checklist below before leaving the clubhouse. Note that you will need to complete a walkthrough with an authorized representative when you return your keys.

- Remove any and all decorations that your event used, including tape.
- Counter tops are to be wiped clean
- Furniture, if arranged, is to be cleaned and replaced as found.
- Carpet vacuumed (and cleaned, if liquids were spilled).
- Harwood and vinyl floors are to be swept and mopped.
- Bathrooms are cleaned.
- All trash removed from premises (kitchen trash can, bathroom trash can, and all stall trash cans need to be emptied). Garbage cans must be rinsed out if your guests did not use trash bags or liners. ALL trash cans are to be re-stocked with trash bags.
- Outside grounds cleared of litter.
- Make sure all windows and doors are closed and locked. As well as all finger prints off of windows.
- Make sure no water is left running.
- In summer, set the thermostat to 75°F. In winter, set it to 60°F.
- Turn OFF all the lights before leaving.
- Lock the clubhouse securely and return the key to an authorized representative.

Signature of Resident

Date

Signature of Authorized Representative

Date

PLEASE SEND TO:
PPM, Inc.
6739 Falls of Neuse Road
Raleigh, NC 27615