



## WYNFIELD HOMEOWNERS ASSOCIATION Clubhouse Rental Agreement

The Wynfield Community Clubhouse can be rented to host meetings and small social gatherings. The Clubhouse is equipped with rest rooms, a full working kitchen, sofa's, TV, Wi-Fi, Fireplace and tables. Maximum Occupancy is 100.

### Facility Rental Fee & Security Deposit:

**Wynfield Resident - \$50 10am to 3pm & \$75 5pm to 1am or \$100 All Day**

**Non-Resident - \$100 10am to 3pm & \$150 5pm to 1am or \$200 All Day**

*Required Security Deposit for all renters*

*Residents - \$100 up to 50 guests and \$150 for 51-100 guests*

*Non-Residents - \$200 up to 50 guests \$300 for 51-100 guests*

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Company Name (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel (H): \_\_\_\_\_ (W): \_\_\_\_\_ (C): \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Applicant Type:  Wynfield Resident  Non-Resident

Please Describe the purpose of your event: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_ Est. Attendance: \_\_\_\_\_

Food/Beverage Present?  Yes  No Caterer Present?  Yes  No Alcohol on Property?  Yes  No  
Liability insurance required if "Yes"

### Payment Information (checks payable to "Wynfield HOA")

Security Deposit: \$ \_\_\_\_\_ Check # \_\_\_\_\_ Visa/MC # \_\_\_\_\_ Exp. Date \_\_\_\_\_

Rental Fees: \$ \_\_\_\_\_ Check # \_\_\_\_\_ Visa/MC # \_\_\_\_\_ Exp. Date \_\_\_\_\_

**NOTE:** There is a \$9.95 fee for paying with Credit Card.

**Hawthorne Management Company will officially reserve the facility subject to availability upon receipt of liability insurance (if applicable), deposit, rental fee payable to Wynfield HOA along with your signed rental agreement.**

**Mail to Hawthorne Management Company, P.O. Box 11906, Charlotte, NC 28220-1906**

## Rental Policy Information

**Facility Usage:** The facility may not be reserved more than one (1) year in advance. No facilities may be used for fund raising purposes without prior approval from the HOA. Sales of Alcohol is prohibited. Requests for periodic, regularly recurring use of the facility must be approved by the HOA.

**Hours:** The facility may be rented Monday - Sunday 10am to 1am. The facility may not be used past 1am without prior approval from the HOA Management Company. Please allow appropriate time for setup before the event and cleanup after your event.

**Rental Agreement:** To reserve the Wynfield Community Clubhouse, a Facility Rental Agreement must be completed, signed and returned to the Hawthorne Management Company. Residents **MUST** be current on their homeowner dues in order to rent the facility.

**Rental Fees:** All rental fees and a refundable security deposit are due at time of application.

**Security Deposit:** All rental applicants must pay a security deposit of \$100.00. The deposit is refundable if the facility is left clean and there is no damage to furnishings or equipment. Any costs incurred in cleaning or repairing the facility will be deducted from the deposit. Should damage exceed the deposit, the association will resort to legal remedies, including a lien on homeowner(s) property. The decision of whether the deposit shall be refunded is solely up to the Wynfield HOA and will not be refunded until the facility has been inspected by a Wynfield HOA board representative.

**Reservations:** Clubhouse reservations are "first-come, first-served" with priorities given to Wynfield Homeowners Association functions. A completed reservation form and both subsequent checks are to be received by the HOA Mgt Co. to finalize a reservation.

**Reservation Status:** A rental reservation is considered binding after the facility Rental Agreement has been signed by the rental applicant and approved by the HOA Management Company. Renter will receive confirmation letter which will include a Post Function/Event Cleanup Checklist and instructions on obtaining and returning the key.

**Parking:** Limited spaces are available for parking at the Wynfield Community Clubhouse. Vehicles shall not be parked on the grass. Vehicles can be parked along the road leaving room for traffic to flow. Huntersville Police will ticket all vehicles parking against the flow of traffic.

**Personal Property:** The Wynfield HOA is not responsible for any valuables or personal property left on the premises.

**Animals:** Animals, with the exception of service animals, are not permitted inside the Wynfield Community Clubhouse without prior approval of the HOA.

**Alcoholic Beverages:** If any alcoholic beverage is to be present, proof of host liquor liability insurance must be provided 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 office of Hawthorne Management Company at least one (1) week prior to the Clubhouse rental or the rental agreement is subject to automatic termination by the Association. Alcohol cannot be sold on the premises.

**Cleaning:** The facility must be cleaned, all decorations and trash must be removed, and the facility must be vacated by the end time indicated on the Facility Rental Agreement. The rental applicant is responsible for removal of all personal articles, including leftover food, decorations, etc., and depositing trash in the trash cans. All table tops, chairs, counter tops, and any appliances used must be wiped clean. All appliances and lights need to be turned off, all doors/windows locked and the alarm set. Key and cleaning check list left on the kitchen counter. Rental applicant shall spot mop any spills and sweep the floor if needed. If it becomes necessary for HOA to do an extensive amount of cleaning, there will be a corresponding deduction from the security deposit, as determined by the HOA.

**Caterers:** Rental applicants may choose to employ an outside caterer for their event. Caterers are required to abide by all policies outlined in the Facility Rental Agreement. All food and beverages must be removed from the premises after the event. Waste food, ice and beverages may not be dumped onto soil or landscaping anywhere on the premises by guests or catering staff. Rental applicants and/or their caterers are required to provide their own tableware, linens, and service needs. No catering equipment, decor or other items may be left behind or stored on the property after an event unless prior arrangements have been made with the HOA.

**Minors:** Any rental with participants under the age of 18 is required to have at least one adult chaperon for every ten minors present during the event.

**Decorations:** No decorations or temporary fixtures may be affixed to the building or any architectural feature with nails, tacks, staples, or any application that will cause irreversible damage. Tape is not permitted on any walls, glass or fixtures.

**Confetti:** Thrown rice, birdseed, glitter, and all types of confetti are prohibited inside the Wynfield Clubhouse.

**Candles:** All candles must be contained in a glass container taller than the top of the candle flame.

**Smoking:** Smoking is prohibited inside or on the grounds of all Wynfield facilities.

**Care of Premises:** Neither renter nor its guests will cause damage to the premises, or permit anything to be done whereby the premises will be in any manner injured, marred or defaced. Renter will not make or allow to be made any kind of alterations to the premises. The premises shall be inspected by a Wynfield Amenities committee member before and after the event to ascertain any damage which might have occurred during the event or pre/post production of the event. Special care must be taken in the moving of furniture to prevent damage to walls and floors. Nothing must be allowed to drag across the surfaces. No portion of the sidewalk, entries, passages, fire exits or stairways may be obstructed by renter, their guests or representatives, or used for any other purpose other than ingress or egress from the premises.

**Acceptance of Premises:** It is understood that client accepts premises "As Is." Client may make, at its own expense, only those changes, alterations, installations and decorations which are stated in this agreement. Premises will be returned in the same condition as when first occupied.

**Questions/Problems?** If you have any questions for problems before or during your rental of the Community Clubhouse, please call Hawthorne Management at 704-377-0114.

### Required Signature

I have read all of the rental policy information and by signing below, I agree to comply with the provisions of this rental agreement. I understand that my security deposit may be forfeited or I may be billed for any additional expense should any of the aforementioned requirements be ignored or abused, or if any damages are a result of the actions of my rental.

Renter(s) acknowledges that his/her use of the facility purely for the pleasure of his/her guests. Wynfield Board of Directors sanctioned community events shall be permitted for the benefit of the community. Renter further acknowledges that neither Hawthorne Management Company ("Manager"), nor the Wynfield Homeowners Association ("Association"), has assumed any responsibility for, nor shall the Manager or the Association have any liability for, the actions or inactions of the renters 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.

Renter(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 Manager, the Association and the respective offices, directors, shareholders, agents, members, successors and assigns, from any claims which renter(s), his or her guests, and invitees, now have or may hereafter have which are related in any way to any loss, damages or injury that may be sustained in connection with their use of the facilities or as a results of any activity, including consumption of alcohol or other intoxicating substances, engaged in while using the facility.

Renter(s) on behalf of himself, his heirs, successors and assigns, agrees to indemnify, defend and hold harmless the Manager and the Association and their respective officers, directors, shareholders, agents, members, successors, and assigns against any and all claims, demands, damages, costs and expenses, including reasonable attorney fees arising from the user of the facilities, including the buildings and sidewalks adjoining same, by the Renter(s), his or her guests, and invitees, or as result of any activity including consumption of alcohol or other intoxicating substances, engaged in by an such person while using the facility. In the event any action or proceeding is brought against the Manager or the Association, their respective offices, directors, shareholders, agents, members, successors, or assigns by reason of any such claim, renter(s) covenants and agrees to pay all costs of defense of such action or proceeding by council satisfactory to the manager and the Association.

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

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

The Wynfield HOA reserves the right to refuse application for good cause or to revoke the rental applicant's permit privileges. If this occurs, we will attempt to notify you as soon as possible.

(Revised 8/2012)