

**CALLONWOOD HOMEOWNERS ASSOCIATION
CLUBHOUSE RENTAL AGREEMENT**

Only Callonwood residents in good standing may rent the Clubhouse.

The Callonwood Homeowners Association ("CHOA") reserves the right to grant or deny rental of the Clubhouse.

Name of Resident _____

Address: _____

Email Address: _____

Telephone numbers: Home _____ Cell Phone: _____

Date Requested: _____ Day of Week: _____

Time of party in four (4) hour increments _____ to _____ between 8 A.M. & 12 A.M.

Number of People Attending including children. _____

The Union County Fire Marshal's Maximum Occupancy including children is 70.

RELEASE AND INDEMNIFICATION

In consideration for CHOA's consent to the use of the Callonwood Clubhouse, the undersigned hereby agrees to forever indemnify, save, hold harmless and release CHOA and its officers, directors, employees and agents, from any and all claims, demands damages, losses or liability, including attorney's fees, arising out of or connected in any way with the use of the Clubhouse, regardless of negligence, fault or cause.

The undersigned, on behalf of himself/herself and all guests/invitees, hereby assumes all risk of personal injury, death or property loss or damage or any other losses or damages whatsoever resulting from any cause whatsoever connected with the use of the Clubhouse. The undersigned acknowledges that he/she accepts full responsibility to ensure that all rules and regulations established by the CHOA for the Clubhouse are followed by all guests/invitees.

The undersigned hereby agrees to remain present during the entire rental period and that I am solely and fully responsible for the conduct of all guests and attendees, and assumes full responsibility for any unlawful or illegal activities occurring during the course of the event, including without limitation, any use of drugs or controlled substances.

_____(Signature)

The renter shall be considerate of the homeowners in the area surrounding the Clubhouse in regard to sound systems and music for the duration of the event. Music must be contained within the Clubhouse after 10 PM.

_____(Initials)

Will alcoholic beverages be on the premises. YES___ NO ___ _____(Initials)

Will a Caterer supply and /or serve alcoholic beverages on the premises. YES___ NO
_____(Initials)

I agree that if I rent the Callonwood Clubhouse, I MUST, AT MY OWN COST, obtain a Certificate of Insurance from an Insurance Company licensed to do business in the State of North Carolina which specifically indicates that the Callonwood Homeowners Association Inc., is listed as an insured and/or an additional insured under an applicable liability insurance policy. Proof of liability insurance must have a combined single-limit coverage of up to \$1,000,000 for injuries, deaths or damages. (If alcohol is being served, the minimum limit is \$1,000,000) (You may obtain a general liability, excess liability or umbrella rider to your homeowner policy or obtain a separate policy, provided that it specifically covers host liquor liability.) This Certificate of Insurance must be provided no later than seven (7) days prior to the event. Under no circumstances shall any alcoholic beverages be sold at any event held at the Clubhouse.
_____(Initials)

I assume full responsibility with respect to the serving, use and consumption of any alcoholic beverages during the course of the event and agree to ensure that alcohol is not permitted, served or otherwise made available to any underage or intoxicated person.

_____(Initials)

In addition, if alcoholic beverages are on the premises, I MUST abide by all provisions required by the North Carolina State ABC Commission. Any permits, if required, must be provided no later than seven (7) days prior to the event.

_____(Initial)

All Clubhouse rentals are limited to the hours of 8:00 A.M. to 12 A.M. with a maximum attendance of 71 people, including children. For every 10 guests under the age of 21 years, an adult over the age of 21 must be present.

_____(Initials)

The Clubhouse is a nonsmoking facility, including the patio area.

_____(Initials)

Pets are not allowed in the Clubhouse; service animals are permitted.

_____(Initials)

No birdseed, rice, confetti, silly string, glitter or other substitutes are permitted in the Clubhouse or surrounding property. No nails, tacks or pins are permitted in decorating the Clubhouse. Only the use of removable tape or sticky tack product is permitted. The renter shall not remove or take down any clubhouse decorations, artwork, etc.

Balloons that have to be removed from the ceiling fans or ceiling lights will be removed by the Association's contractor at the renters expense (minimum of \$100.00). All associated fees will be deducted from the security deposit.

_____ (Initials)

I will be responsible for cleaning the Clubhouse after my party. See the attached schedule of fines for failure to adequately clean the Clubhouse. An inspection will be completed before and after each party. I agree to accompany an Association's Clubhouse Committee Member for a pre-party and post-party inspection. I agree to abide by the pre-party checklist/walk-through and post-party checklist/walk-through rules and regulations.

_____ (Initials)

UNDER NO CIRCUMSTANCES WILL THE POOL DECK BE USED BY THE RENTER OR THEIR GUESTS. OPENING OF DOORS MARKED "EMERGENCY EXIT ONLY" IS STRICTLY PROHIBITED EXCEPT IN EMERGENCIES. A FENCED-IN PATIO AREA IS PROVIDED THROUGH THE MARKED DOORWAY. FAILURE TO ABIDE BY THIS RULE WILL RESULT IN AUTOMATIC LOSS OF "SECURITY DEPOSIT" AND MAY RESULT IN THE LOSS OF FUTURE RENTAL PRIVILEGES .

_____ (SIGNATURE)

The Clubhouse scheduler will officially reserve the facility, subject to availability. Rental agreement, rental and deposit checks must be submitted fourteen (14) days prior to rental date unless prior arrangements are made. Rental dates are subject to automatic termination by the Association if the above terms are not met. The rental fee will be forfeited if the rental is cancelled seven (7) days or less prior to rental date reserved.

_____ (Initials)

The rental fee is \$150.00 per four (4) hour block plus \$25.00 for each additional hour with a refundable deposit of \$400. The Association requests that you submit these payments in two separate checks: one for the rental fee and one for the deposit. A self-addressed, stamped envelope must be submitted with the checks for the return of the deposit check. The rental fee is used by the Homeowners Association to help with maintenance costs, administration fees and clubhouse supplies. If no violations have occurred, the deposit check will be returned within ten (10) days of the final passed inspection.

_____ (Initials)

I have read this document (four pages) and I understand the provisions of the above Rules and Regulations, and I agree to comply with them.

 (Resident Signature) (Date) _____

 (Resident Signature) (Date) _____

Checks should be made payable to Callonwood Homeowners Association.
 (1) Rental Fee - Number of four (4) hour blocks times \$150.00 plus \$25.00 per additional hour.
 (2) Conditional Refund Deposit - \$400.00
 Submit rental agreement, rental fee, deposit, self addressed stamped envelope and Insurance Certificate and ABC permits (if required) to;

Callonwood HOA
 c/o Cedar Management Group
 PO Box 26844
 Charlotte, NC 28221
 clubhouse@mycmg.com

CALLONWOOD CLUBHOUSE FINE GUIDELINES

The following are guidelines in the event of a violation of the Callonwood Clubhouse Agreement. The Callonwood Board of Directors has the right to set additional fines for violations.

Violation	Potential Amount of Fine
Balloons in the Clubhouse fans or lights-removal.	Minimum of \$100.00
Violation of pool deck rule-tampering with exit signs.	Loss of \$400.00 deposit-loss of future rental privileges.
Housekeeping violation that requires additional cleanup after inspection.	Minimum of \$150.00
Damage to structure (walls, ceilings, etc.)	Withholding the \$400.00 security deposit until the repairs are estimated.
Damage to Clubhouse furniture.	Withholding the \$400.00 security deposit until repairs are estimated or replacement cost is determined.
Violation of alcohol rules-failure to obtain required permits or insurance coverage.	Loss of \$400.00 security deposit.