

BEVERLY CREST CLUBHOUSE RENTAL AGREEMENT

Thank you for your interest in renting the Beverly Crest Clubhouse. We have made several changes to our rental agreement so please read all details carefully. The clubhouse is available to be rented by Beverly Crest residents who are in good standing with their HOA dues.

This is a great venue for social activities and special occasions. The ideal number of guests is around 50-60 people. Residents are fully responsible for the care of the property during any rental.

Based on our building specifications, Local Fire Code restricts guest number to a maximum of 75 people. Please plan your guest list accordingly. If your list includes more than this number, you would need to make arrangements for a different venue. The penalty by Mecklenburg County Fire Inspection Department for greater than 75 guests is \$1,000 per person. If violated, the renter would be fully responsible for any related fines.

Following the steps of this rental agreement is required to guarantee your rental!!!

DAYTIME RENTAL: 9:00AM – 3:00PM - \$150

EVENING RENTAL: 5:00PM – 11:00PM - \$200

FULL DAY RENTAL: 9:00AM – 11:00PM - \$400

*****Set up and cleaning MUST be completed within the above rental time!*****

RENTAL FEE

100% of your rental fee is to be paid in full by credit card to reserve your date. If your plans change, you may receive a refund if you cancel two weeks prior to your event which can be done through the website. If there is a need for cancellation less than two weeks before the event date please contact the clubhouse coordinator.

AFTER RENTAL/ADDITIONAL CHARGES

After the rental is complete, the clubhouse coordinator will check that everything from the cleaning checklist is complete to its entirety and there are no damages inside or outside of the clubhouse. In addition, if any *Rules and Requirements* are violated, Beverly Crest has the right to charge the renter accordingly using the original form of payment.

RULES AND REQUIREMENTS

1. Beverly Crest Homeowners Association dues must be current in order to rent the clubhouse.
2. The Rental Agreement applies to the use of the clubhouse and adjoining deck. It DOES NOT include use of the swimming pool, tennis courts, or basketball court.
3. All activities are to be kept to the clubhouse grounds.
4. The clubhouse may only be rented by a current resident, Beverly Crest Homeowner Association member, being at least 21 years of age for the purpose of hosting an event. The clubhouse may not be sub-leased by a resident for a non-resident party host use.
5. A resident MUST be present during the entire contracted event as well throughout the cleaning and securing of the facility.
6. Reserved functions for persons under the age of 21 must be chaperoned by the reserving resident. The resident will be responsible for any damage.
7. No wet bathing suits or use of sunscreen products is allowed in the clubhouse.
8. The Beverly Crest Pool Committee has the authority to deny a rental for any reasonable cause.
9. There is a NO SMOKING policy in the clubhouse or around the clubhouse. If you have guests that are smokers, you must remove any used cigarette. Renter will be responsible for \$150 cleaning fee if policy is violated.
10. Fire extinguishers are provided in the kitchen and hallway to the right of the front door. If for any reason the fire extinguishers are discharged because of misuse, the renter will be responsible for the cleaning fee.
11. Renter will conduct NO illegal activity upon the premises and comply with all applicable laws, rules, and ordinances. NO WEAPONS OF ANY KIND, WITH OR WITHOUT PERMIT ARE ALLOWED!!! Violators will be prosecuted.
12. The renter will obtain all permits, licenses, etc. necessary and/or required for their rental activity.
13. If any alcoholic beverages are to be served during the rental, the renter will comply with all the applicable laws relating to the serving of alcohol.
14. Alcohol can only be consumed inside the clubhouse and on the adjoining deck. Selling alcohol is prohibited. The renter is responsible for taking reasonable precautions to assure that guests do not drive intoxicated.
15. The following are NOT permitted: Birdseed, rice, confetti, silly string, glitter, or other substitutes. If violated, the renter will be responsible for \$100 cleaning fee. Also, the renter may not leave behind any helium balloons. If some became loose, the renter must return the following day to clean up the balloons once they have fallen to avoid being charged. The renter will need to reach out to clubhouse coordinator.
16. NO nails, tacks, pins, tape or sticky tack on the walls, windows, doors or furniture in the clubhouse. Windows have a solar film applied to them that can be damaged by adhesives. Renters will be responsible for replacement for any damage to window, walls, or adhesive.
17. Parking is available in the clubhouse parking lot only. NO OVERNIGHT PARKING IS ALLOWED. Towing will be enforced!
18. Beverly Crest Pool Committee reserves the right to cancel an event if not in compliance with the rental agreement and further reserves the right to not rent based on the availability or compliance during previous rentals.
19. Renter is expected to leave the clubhouse in the same condition as which it was found. Renters are responsible for completing all the cleaning. The "Clubhouse Cleaning List" can be found on the website www.beverlycrestswim.com as

well as a permanent copy on the refrigerator in the clubhouse. All cleaning requirements are part of this rental agreement and must be fulfilled in order to be charged for additional cleaning fees.

20. The clubhouse interior and exterior premises are monitored by security video surveillance and the property is patrolled by Charlotte Mecklenburg Police after hours in accordance with our neighborhood watch policy. The CMPD is aware of our rental/operating hours.

21. To enter the clubhouse for your event, the front door will be unlocked during your rental time, unless other arrangements are made with the clubhouse coordinator. I, the Renter, certify that I have read the Rental Agreement and agree to the rental terms set forth above and assume responsibility for the enforcement of the Rental Agreement, including the rules and regulations set forth in the Rental Agreement and Clubhouse Cleaning Checklist. I agree to pay with my original form of payment for all the repairs and damages to the building facilities and/or equipment resulting from or relating to the use of the clubhouse and to pay the cost to replace any furniture, fixtures, and property that is damaged in the connection with such use above and beyond the rental cost. I fully understand that Beverly Crest Pool Board will use its judgement to determine the cost of damages. I further agree to indemnify and hold harmless Beverly Crest Homeowners Association, its members, officers, directors, agents from any and all losses, claims, damages, liabilities, expenses, attorney's fees, costs, and obligations, arising out of or related to injury to or death of any person, or damage to or any loss of any property occurring as a result of, related to, or in conjunction with the use of the clubhouse facilities by me, the renter and/or my guests. Thank you and enjoy your time at the Beverly Crest Clubhouse!