



**Lake Castleberry Owners Association, Inc HOA
Clubhouse Rental Agreement**

The undersigned ("User") requests permission to rent and use the Lake Castleberry Owners Association, Inc. ("Association") Clubhouse. The User is an owner or tenant, in good standing, of real property located within Lake Castleberry or the Point at Lake Castleberry. This Agreement cannot be signed by a non-owner of the Lake Castleberry community or the Point at Lake Castleberry community.

RULES: The User agrees to abide by the Association's Rules & Regulations, as well as the Lake Castleberry HOA Clubhouse Rules and Regulations attached herein (Exhibit 1). It is understood that a Member of the Board of Directors of the Association, a volunteer member of the HOA, or its contracted property manager will inspect the Clubhouse including the greater area (screened deck, upper deck, entrances, parking lot) including surfaces, furniture, window coverings and equipment, before and after use by the User. Any items not in good condition after use will be repaired or replaced as necessary. The User agrees to pay for any repairs or replacement, and if it is not promptly paid the Association shall place a lien against the unit owned by the User for payment of the same; such a lien may be collected in the same manner as monthly assessments. If the User is a property owner at the Point, any additional charges for repairs or replacements may include forfeiture of all or part of the security deposit as well as additional fees billed directly to the User.

ALCOHOL: The User further agrees that alcoholic beverages will not be served to any minor or intoxicated person. *The User agrees to be fully responsible for all accidents or claims that may arise as a result of any accident, injury, or damage to person or property during the time that the User has the Clubhouse rented; or damage to person(s) or property as a result of serving alcohol at the event.*

HOLD HARMLESS AND INDEMNIFICATION: The User hereby releases and shall hold harmless and indemnify the Association, the Association's property owners and the employees, contractors, agents, affiliates, and related entities thereof for all claims, attorney fees, and other costs or liabilities incurred by or asserted against any of the foregoing as a result of use of the Clubhouse by owner or owner's tenants or guests. The term "claims" in this provision includes, but is not limited to lawsuits, arbitrations, mediations, bankruptcy, appeals and any other type of actions, whether seeking damages or other relief, whether arising from or relating to or in any way connected with this agreement, User's use, any matters, events, acts or omissions relating thereto or by relating to matters concerned or relating to any of the Requesting owner/tenants, employees, servants, agents, men, sub-contractors and sub sub-contractors. This indemnity and hold harmless includes the Association's attorney's fees and costs incurred enforcing this provision.

HOST/LIQUOR LIABILITY: The User understands that a host of any social event or business function where alcoholic beverages are served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from the host's negligence in allowing any intoxicated guest or attendee to be served alcohol. Such liability may include harm to the intoxicated individual himself and also harm to total strangers involved in automobile accidents, etc. caused by that intoxicated individual.

CONDITION OF CLUBHOUSE BEFORE AND AFTER RENTAL: The User agrees to inspect the Clubhouse prior to acceptance and to show the condition in the "Check-In Condition" column attached to this agreement. The User agrees to restore the premises to its pre-rental condition at the conclusion of the rental.



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Exhibit 1.

Lake Castleberry HOA Clubhouse Rules and Regulations

All terms from the Lake Castleberry Owners Association, Inc HOA Clubhouse Rental Agreement shall have the same definitions herein:

1. **Fees** – Each User renting the Clubhouse must sign a rental agreement and release prior to renting the Clubhouse. The rental fee is due at time of signing the Clubhouse rental agreement. A security deposit will not be collected from members of the Lake Castleberry HOA, but will be applied to any User from the Point at Lake Castleberry. An Association member that is overseeing the event will review a checklist with the User prior to and after the event. If the checklist items are not met following the event, as determined by the Association member overseeing the event, including but not limited to need for additional cleaning and/or damage to the Clubhouse and its immediate surroundings, additional fees may be incurred. These fees will be charged to the User’s HOA Account by the Lake Castleberry Contracted Management Company with the User’s HOA dues payment. Users from the Point at Lake Castleberry may be subject to forfeiture of all or a portion of the security deposit with any additional fees billed directly to the User. Payment is expected immediately. Any dispute regarding additional fees will be handled by the Lake Castleberry HOA Board of Directors after a notice in writing is submitted by the Association member overseeing the rental, describing how the checklist items were not met. With a paid rental only, a deep cleaning service is included, however Checklist items will need to be completed by the User to avoid incurring additional fees. Note, the damages for each individual event will be reviewed on a case by case basis. The Association will determine whether or not to employ a vendor on the User’s behalf to repair said damages, or, if the User may complete the repairs to the Association’s satisfaction.

Rental Types:

- Full Day Rental for members of Lake Castleberry HOA: 8am - 10pm
 - \$450 non-refundable rental fee
- Full day Rental for members of The Point at Lake Castleberry: 8am - 10pm
 - \$450 non-refundable rental fee
 - \$500 security deposit, refundable after the event if Checklist items have been completed and no additional cleaning/damages have been assessed
- Rental by a member of Lake Castleberry HOA for a community-wide event or HOA club event that is open to all other Lake Castleberry HOA community members (not allowable for residents of the Point at Lake Castleberry): 8am - 10pm



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2. **Assessments Current** – The Clubhouse is not available for rental to any User who is delinquent in its assessments and/or other sums due to the Association.

3. **User as Host** – Only User, defined as Lake Castleberry HOA member, or an owner of a residence in the Point at Lake Castleberry may rent the Clubhouse. The User must be present at all times at the function for which the Clubhouse is rented and must be the primary host of the event. User may not reserve the Clubhouse on behalf of a third party.

4. **Guests** - The maximum guest list should not exceed 45 people. Room sizes and heating/cooling units can only accommodate for a 45 person or smaller party size.

5. **Hours** – The Clubhouse is available for rental from 08:00am to 10:00pm. Apex Township Code of Ordinance specifies noise limitations per Chapter 14 – Offenses and Miscellaneous Provisions within the stated night time hours from 10:00 pm until 7:00am. If guests occupy the Clubhouse past the 10:00pm end to the rental period, a fee of \$50 per 15 minutes until 11pm will be incurred. User or guests occupying the Clubhouse past 11:00pm may result in loss of rental access to the User.

6. **Reservations** – Reservations must be received at least 5 business days prior to the event, but no more than six months in advance, and be made on the NABR app. The Point at Lake Castleberry Users must submit their reservation in the same timeframe as stated above and through the management company.

7. **Cancellations** – The User must cancel the rental reservation no less than five business days before the date of rental. Failure to timely cancel will result in suspension of reservation rights for six months. A second untimely cancellation within a year will result in a suspension of use rights for one year.

8. **Late Usage** – In addition to the rental fee, an amount of fifty dollars (\$50) per 15 minute fee may be assessed to the User if the Clubhouse is not vacated by the end of the reserved time block.

9. **Music** – Music and/or any other noise must be kept at a level that it cannot be heard in the surrounding homes in the area. The User of the Clubhouse will be responsible for seeing that there are no loud noises from the guests either coming to or leaving the function at the Clubhouse. If noise complaints are made, the Association reserves the right to end the rental immediately and the User will forfeit the entirety of the rental fee and security deposit (if applicable).

10. **Pool** – The pool area may not be rented. It is for the use and enjoyment of all owners, tenants and guests and has its own hours of operation and will be available for the use of other owners, tenants and guests during the reserved time period. No User or its guests shall have access to the pool or first floor pool area during the rental.

11. **Second Floor Deck** – The second-floor deck is not included in the rental. If the User wishes to use the second-floor deck, the User shall inform the Association and property management company in advance, and no additional furnishings shall be added to the deck. Deck availability is not guaranteed. If a volunteer from the HOA is available to help, a “Private Party” sign designating the area separate from the first-floor pool deck may be placed. Absolutely no pool tables or chairs are to be set aside on reserve for a Clubhouse event.



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12. **Cleaning Fee** – With a paid rental only, a deep cleaning service is included. However, Checklist items will need to be completed by the User to avoid incurring additional fees or forfeiture of all or a portion of the security deposit (if applicable).
13. **Cleanup of Clubhouse & greater area** – Any User who rents the Clubhouse will be responsible for cleaning the Clubhouse and any other spaces used, including parking lot and any and all equipment and furniture, immediately after the function ends. If the User does not return the spaces and contents to the same condition as prior to rental, the Association shall service the spaces to be cleaned and the User shall be responsible for all cleaning costs incurred by the Association’s clean-up efforts. The HOA Board of Directors, an Association member overseeing the rental, or the Association’s contracted property manager may be allowed to charge additional fees or withhold all or a portion of the security deposit (if applicable) to the User for the cost of the clean-up by the HOA’s contracted cleaning service vendor(s).
14. **Garbage** - All garbage must be bagged and removed from the Clubhouse and properly disposed of in the outdoor trash cans by the side entrance to the Clubhouse. During designated pool season, generally May-September, all garbage must be taken home by User. Clean trash bag liners shall be placed in all trash containers inside the Clubhouse.
15. **Damage** – The User will be responsible for the repair or replacement of any damage to the space or contents done to the Clubhouse: which includes but is not limited to, its furnishings, walls, counters, appliances, equipment, window coverings, furniture, supplies and any other items which are property of the Association.
16. **Alcoholic Beverages** – Alcoholic beverages may not be serviced to minors or intoxicated persons at the Clubhouse. A User hosting any social event or business function where alcoholic beverages are served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from the User’s negligence in allowing any intoxicated guest or attendee to be served alcohol. Such liability may include harm to the intoxicated individual himself and also harm to total strangers involved in automobile accidents, etc. caused by that intoxicated individual.
17. **Smoking** – Smoking is not permitted in the Clubhouse or deck at any time.
18. **Assumption of Risk** – The User will assume full responsibility for any and all accidents or claims that may arise as a result of any accident or for any other reason in connection with the function or lease of the Clubhouse and greater area (parking lot, entrances, decks) by the User. Said User shall agree to the hold harmless and indemnification provisions contained in the Clubhouse Rental Agreement to which these rules are attached.
19. **Entry and Exit**– The User will have access to the Clubhouse during the designated leased time slot only. The doors will unlock at 7:00 am and lock at 10:00 pm. Entry will automatically lock after the leased time slot. The User is responsible for securing all doors when the function has ended, and the doors will lock at 10:00pm. No propping the doors open, and properly close all 4 entry doors before vacating. If the User prefers a shorter amount of time, this can be noted at time of booking, with adjustments to the entry and exit times within the leasing parameters. No other door lock accommodations can be made and Volunteers will not be available for Clubhouse management. Please call Grandchester Meadows 919-757-1718 if you have problems with entry or exit.



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20. **Heat / Air Conditioning and Lights** – Heat and/or air conditioning will automatically reset to vacation mode upon end of contracted rental time. Lights will need to be turned off by the User when the function has ended. Do not prop doors open as it will not allow the heat or air conditioning to function properly..

21. **City Codes** – All applicable County and Village codes and fire codes apply.

22. **Pets** – Pets are NOT permitted in the Clubhouse except service animals as required by law.

23. **Attire** – Appropriate attire is required. Wet bathing suits and other wet clothing are not permitted in the Clubhouse. Proper foot protection is required at all times. No bare feet.

24. **Decorations**– User may reasonably decorate the Clubhouse. No tape of any kind shall be applied to any walls or ceilings. No confetti or glitter shall be allowed, as well as any other party decorations that will create hardships of clean up.

25. **Violations** – Violations of any of these terms constitute grounds for the Association to terminate the rental and charge additional fees. The Association’s HOA Board of Directors and the HOA Amenities Committee hold the right to charge additional fees, refuse any rental and suspend rental of the Clubhouse for any owner for up to one (1) year if misconduct occurs.

26. **Strictly Prohibited** – The following items shall be strictly prohibited anywhere on Clubhouse property, including the greater parking lot area, decks, porch, playground and pool area:

- A. Grills, cookers, or other implements to cook food onsite cannot be brought in: No cooking food onsite. This includes the immediate perimeter of the Clubhouse including the side entrance adjacent to the parking lot, sidewalk, the landscaped area around the Clubhouse and the parking lot itself.
- B. Fireworks of any kind
- C. Water balloons or guns
- D. Bounce house
- E. Silly string
- F. Confetti & glitter
- G. Toy guns or shooters that leave parts behind

27. **Wi-Fi**– The User shall be entitled to use the Clubhouse wi-fi internet during the rental. The name and password is posted inside the Clubhouse.

28. **TV Connection** - The User will be allowed to connect from their own personal device to the accommodated TV screen or log in. User is prohibited to make any existing wiring changes that will potentially cause damage to the equipment. If the TV or connectivity does not work at the time of rental, no refunds will be made, and maintenance cannot be completed on the day of rental.

Date: _____ Printed Name User: _____
Home Address of User: _____

LAKE CASTLEBERRY

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Phone Contact of User: _____

Signature of User: _____

HOA / Property Manager Signature: _____

Rental Fee Check # _____ Deposit Check # _____ Date Received: _____