



**Charleston Village Recreation Center Clubhouse
Rental Reservation Contract**

Responsible Member Name: _____

Address: _____

Phone Number: (H) _____ (W) _____ Email: _____

Date of Reservation: _____ Number Attending: _____

Time: _____ Activity Planned? _____

Check One:

☐ Session 1 (5 hours or less)

☐ Session 2 (5 hours or more)

Make reservation check payable to Charleston Village HOA and mail or drop off to R.S Fincher along with this signed and dated contract. Failure to complete any of the requested information will result in no reservation.

Special considerations: _____

The Charleston Village Homeowners Association shall not be liable for any damage or injury to the homeowner in use or their guest however so caused; nor shall the Association be responsible for any accident to the homeowner in use who agrees they will not hold the Association liable in any way, whether such accident occurs on common ground, or any part of the clubhouse facilities, parking area, or adjacent areas.

I have carefully read and understand this Reservation Contract, Guidelines and Rules, and agree to be bound by its terms. Failure to abide by the terms described will result in loss of future reservation privileges for up to 12 months and/or fines. I also understand that rental of the clubhouse DOES NOT include use of the pool and that under no circumstances will the back doors leading to the pool be opened/unlocked at any time. Please initial _____

Printed Name _____

Signature _____ Date _____

To be completed by R. S. Fincher Management:

Rental approved by: _____ Date: _____

Rental fee charged: _____ Deposit received: yes / no

Amount received: _____ Check number/date: _____

Contacted CV Committee Member: _____



Clubhouse Rental Guidelines

The following rules have been established to ensure maximum enjoyment of the facility by all members of the Charleston Village community. Rental arrangements and questions should be made through:

R. S. Fincher
315 South Salem Street
Suite 500B
(919) 362-1460
9:00 AM - 5:00 PM, Monday - Thursday
8:00 am - 12:00 PM Friday

Reservation Procedures

1. The clubhouse may be rented solely by community **homeowners** in good standing with the Charleston Village HOA.
2. Reservation requests for private use of the clubhouse must be submitted to R. S. Fincher prior to the requested date. Upon receipt of the rental fee and deposit, the date will be secured.
3. The use of the Clubhouse to non-homeowners is permissible as long as the reservation is made through a Charleston Village homeowner in good standing. The Charleston Village homeowner understands that they are responsible for any damages incurred by the users of the Clubhouse and that their \$250 deposit will be retained along with any fines should damages occur.

Please initial _____

4. Renter must be at least 21 years of age.
5. The use of the Clubhouse does NOT include use of the pool. Clubhouse renters and their guest have NO access to the pool whatsoever. No doors to the pool are to be opened, and no renters or guests are allowed in the pool area.

Please initial _____

6. Rental of the clubhouse is made on a first-come, first-served basis.
7. Recurring events may be scheduled Monday through Friday only.
8. The Board of Directors reserves the right to deny use of the clubhouse for any reason, including but not limited to delinquent payment of assessments and prior misuse of the facilities.
9. The clubhouse must be returned to its original condition upon completion of event. A photo book and check list are provided to ensure the clubhouse is ready for use by the next Charleston Village homeowner.
10. The clubhouse must be cleaned according to the cleaning checklist. If any of the items on the list are not performed, the \$250.00 deposit will not be returned. In the event that additional cleaning beyond the norm is required, the corresponding amount will be charged to the renter. In the event that additional monies are required to return the clubhouse to its original condition, the renter is responsible for paying all costs immediately.

Please initial _____

11. In the event of damage to the clubhouse or surrounding grounds during a rented event session, the full cost of repair and/or replacement of clubhouse furnishings and/or grounds will be charged to the renter (whether damaged or missing as a result of event).

Please initial _____

12. Fees are fully refundable if notice of cancellation is given at least 5 days prior to the scheduled rental. Cancellations made less than 5 days prior to event will result in forfeiture of the entire rental amount. This policy is in place to avoid last minute cancellations that prevent other residents from making reservations.

Please initial _____



Charges and Liabilities
For the use of the Charleston Village Clubhouse

1. There are two rental sessions per day: **Session 1 is five (5) hours or less for a rental fee of \$75.00. Session 2 is five (5) hours or more for a rental fee of \$110.** Please be sure to specify desired session when requesting reservations. Access to the clubhouse will be provided to the renting **homeowner** by R. S. Fincher on or before the date of rental.

Security deposit: \$250

ALL RENTALS MUST BE MADE BY A CHARLESTON VILLAGE RESIDENT. ALL RENTAL FEES AND SECURITY DEPOSITS MUST BE DRAWN ON THE RESIDENTS ACCOUNT.

2. Checks shall be made out to Charleston Village HOA in the amount equal to the rental agreement and sent to R. S. Fincher via US mail or hand delivered.
3. The Board of Directors, at its discretion, may waive or reduce the normal fee for functions sponsored by Charleston Village or conducted for the sole benefit of Charleston Village residents.

The Security Deposit will be refunded if:

- None of the following RULES are violated (see the Clubhouse Rules form).
- There is no damage, missing items, etc., after function which would require the expenditure of money by the Charleston Village Homeowners Association.
- None of the back doors leading to the pool deck were unlocked and opened by the renter or his/her guest(s) which led to the persons going on to the pool deck.

A WALK THROUGH MUST OCCUR BEFORE THE RENTAL. YOU WILL BE CONTACTED BY A CLUBHOUSE COMMITTEE MEMBER TO DO A THOROUGH WALK THROUGH BEFORE YOUR RENTAL. YOU DO NOT NEED TO BE PRESENT DURING THE WALK THROUGH AFTER YOUR RENTAL UNLESS REQUESTED. THIS IS OPTIONAL.



Clubhouse Rules

Rules of Use

1. All functions will begin no earlier than 10:00 a.m. and must end by 11:00 p.m. Monday-Thursday. Friday-Sunday functions must end by midnight. (Exception to this is New Year's Eve parties/functions, and those activities must end by 2:00 a.m.)
2. Remove **ALL ITEMS** brought to the clubhouse for the function, including rental furniture, before the following day. If not, an additional day will be charged against your deposit.
3. Empty **ALL** trash bags, tie, and place in the large trash containers located in the front of the clubhouse near the parking lot.
4. It is the responsibility of the renter to remove/clean any excess debris from all affected areas.
5. It is the responsibility of the renter to ensure the clubhouse door automatically locks upon leaving the clubhouse after the function. **PLEASE TURN OFF ALL LIGHTS** (except for the copula—must stay on for security).
6. If parking on the street is necessary, do not block clear access to the community entrance or driveways.
7. Town of Apex noise ordinances must be observed. Be considerate of homes near the clubhouse, particularly after 9:00 pm.
8. Furnishings and plants are NOT to be removed.
9. Nothing is permitted to be attached to walls or trim/molding, such as tape, tacks or nails (to prevent damage to walls, furnishings, etc.) **INCLUDING DECORATIONS.**
10. Indoor limit is 95 persons.
11. **NO SMOKING OF ANY KIND IN THE CLUBHOUSE.**
12. **CANDLES ARE NOT PERMITTED**, except on Birthday cakes.
13. The wedding tradition of throwing rice, birdseed, confetti, etc., is **PROHIBITED.**
14. Minimum attire permitted is shirt, shorts and shoes. **BATHING SUITS ARE NOT PERMITTED IN THE CLUBHOUSE.**
15. **RENTAL OF THE CLUBHOUSE DOES NOT INCLUDE USE OF THE POOL.**
16. Pets are not permitted in the clubhouse.
17. Caterers, rental companies, DJs, etc. (hired help) are NOT to be left unattended at the clubhouse.
18. All youth/teenage activities **MUST BE ADULT SUPERVISED AT ALL TIMES.**
19. Reservations must be made at least 14 days in advance and cancellations made at least five (5) days prior to the scheduled function. Cancellations made less than 5 days prior to event will result in forfeiture of the **entire rental amount.** This policy is in place to avoid last minute cancellations that prevent other residents from making reservations.
20. All dues must be paid and current in order to rent the Clubhouse.
21. Once usage and security deposit has been received at R.S. Fincher, your card access key will be activated to permit entrance into the clubhouse for the hours reserved on the rental form.
22. Upon leaving, please make sure the thermostat is set at **67** degrees during the winter months and **78** degrees during the summer months.

Note: Pool party rentals do not have access to the clubhouse. ALL DOORS LEADING TO THE POOL AREA MUST BE LOCKED AT ALL TIMES. NO BACK DOOR ACCESS TO THE POOL! SWIMMERS ARE NOT ALLOWED IN THE CLUBHOUSE! OPENING ANY OF THE BACK DOORS IN THE CLUBHOUSE WILL RESULT IN FORFEITURE OF YOUR \$250 SECURITY DEPOSIT. NO EXCEPTIONS!



Rental Cleaning Checklist

The clubhouse must be cleaned according to this cleaning checklist within the rental period. **FAILURE TO RESTORE THE CLUBHOUSE TO ITS ORIGINAL CONDITION COULD RESULT IN YOUR \$250 DEPOSIT NOT BEING REFUNDED. Any items not cleaned will be charged accordingly.** Be sure to notify R.S. Fincher of any pre-existing damage prior to your event to avoid being charged for repair/replacement costs. **Leave completed checklist on kitchen countertop.**

General

- ☐ Turn off all lights prior to leaving EXCEPT the cupola light. This must remain on at all times for security.
- ☐ Remove all decorations, signs and other personal belongings.
- ☐ Pick up any trash on the porch and grounds resulting from your event.
- ☐ Take all trash to the receptacle located outside of the clubhouse.

Main & Recreational Room

- ☐ Return furnishings to their original placement.
- ☐ Wipe/spray down any tables that are used with appropriate cleaner
- ☐ Check for spills on carpet and upholstered furniture (spot clean if necessary)
- ☐ Clean both white countertops that are located inside the front door
- ☐ Wipe and clean any spills located below chair rail on burgundy wall
- ☐ Vacuum carpet (vacuum is located in the cubby next to the chairs and tables)

Kitchen

- ☐ Disinfect counter tops with cleaner.
- ☐ Clean sink with cleaner.
- ☐ Remove personal items from refrigerator/freezer and wipe clean.
- ☐ Wipe oven, microwave and cook top clean if used.
- ☐ Wipe any spills on cabinet fronts.
- ☐ Wipe any spills below chair rail on green wall
- ☐ Sweep floor and wipe up any spills.

Bathrooms

- ☐ Flush, wipe and disinfect toilets with cleaner.
- ☐ Disinfect countertops, sinks and faucets with cleaner.
- ☐ Clean mirrors with Windex.
- ☐ Sweep floor and mop any spills
- ☐ Empty bathroom trash

Renter's Name (Print) _____
Renter's Address _____
Renter's Phone Number _____
Signature (states above cleaning was done) _____

Inspected by: _____

Date: _____ Time: _____

Professional cleaning required (y/n): _____

Deposit to be returned (y/n): _____



Host Liquor Liability Agreement

The undersigned hereby agrees to accept the Host Liquor Liability responsibility for _____ event held on _____ between the hours of _____ and _____ and to hold Charleston Village Association, its officers, directors, agents and employees ("Charleston Village") harmless from any and all claims arising out of or resulting from the furnishing of alcohol at the above function. The undersigned acknowledges that he/she is the host of the aforementioned function; in complete control of the details of the function; that it will follow all laws with respect to service of alcohol at said function and that in no event shall Charleston Village be liable to any of the undersigned's guests or third-parties not attending the above function arising out of the service of alcohol by the undersigned at said function. Such waiver shall apply, without limitation, to any and all claims for common law negligence as well as any and all claims under NCGS 18B-100 et seq that may be applicable against the undersigned host of the above described function.

Signature

Date

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, _____, a Notary Public in and 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 notarial stamp or seal, this the _____ day of _____ 20____

(NOTARIAL STAMP/SEAL)

NOTARY PUBLIC

My Commission Expires: _____