



HEATHER HILLS CLUB, INC.
CLUBHOUSE RENTAL CONTRACT
POST OFFICE BOX 41, GARNER, NC 27529-0041

PLEASE READ THE TERMS AND CONDITIONS SET OUT BELOW VERY CAREFULLY. AFTER YOU HAVE READ THESE TERMS AND CONDITIONS, PLEASE ACKNOWLEDGE THE SAME BY INITIALING IN THE SPACES PROVIDED ON THE AGREEMENT.

- 1. The undersigned hereby agree that they, all of their licensees, invitees and guests (The "Lessee") will use the Heather Hills Clubhouse and the adjacent area, including, but not limited to any improvements on the property as well the parking areas known collectively as the "Clubhouse", at their own risk and do hereby indemnify and hold harmless Heather Hills Club Inc. and all of it's members, employees, directors, and officers (The "Lessor") from any and all personal and property harm and injury, that might occur to said "Lessee". This Agreement does not in any way allow the "Lessee" to use the Pool and its surrounding areas.
2. The "Lessee" assumes full responsibility for all actions by themselves, their licensees and invitees.
3. The "Lessee" have been informed that the Town of Garner has a noise ordinance that prevents, among other things, the amplification of music or noise. Failure of the "Lessee" to abide by the said ordinance shall result in up to a \$500.00 fine payable by the "Lessee" to the "Lessor" in addition to any penalties or fines that may be levied against the "Lessee" by The Town of Garner or any other governmental organization as a result of the noise ordinance. (11:00 PM Enforcement Time.)
4. The "Lessee" agree that the rental period shall be: (not including breakdown/clean-up time).
5. The "Lessee" agree to abide by and enforce all rules of the Clubhouse as stated herein and posted within and around the clubhouse.
6. The "Lessee" agree to a Security Deposit in the amount of \$ which deposit shall be forfeited, in whole or part, if any of the rules as set out herein, in the sole determination of the "Lessor", are broken. Deposit must be cash, money order, or certified check made out to "Heather Hills Club". This is due before the day of rental. Checks are only accepted a minimum of two-weeks before rental. DO NOT INCLUDE WITH RENT PAYMENT. (This is a refundable fee if no damages by check in 7-10 business days after event.)
7. The "Lessee" agree to leave the Clubhouse in a clean and orderly manner, as determined by the sole discretion of the "Lessor". There is a separate fee for cleaning. (see Rental Mgr.) @ \$. Add a separate fee for set-up or breakdown if desired . Total fee due upon entry or before (cash) \$. (TO BE DISCUSSED)
8. The "Lessee" agree that the maximum number of people to attend the event during the rental period shall not exceed people (estimate).
9. The "Lessee" agree to the following rental fee:
The rental amount shall be \$ for a total amount of for the period being rented.
10. A 50% Deposit shall be due upon the execution of this contract as follows:
A \$ reservation deposit is required to reserve the Clubhouse for the event. This deposit is applied to the rental amount of \$ The balance of \$ will be due before the day of rental. Checks accepted two (2) weeks prior to rental date. After that cash, money order or certified checks will only be accepted.
11. The deposit is non-refundable if the event is cancelled by the "Lessee" less than 60-days prior to contracted date (item 4.). If cancelled 60-days or more, prior to the rental date, the deposit (less a 20% fee) is refundable. A change of date (item 4.) must be negotiated 60-days or more in advance to avoid an additional \$ fee. (15% of the total rental amount or \$25 minimum). Due at the time of the change and is non-refundable. Event must be rescheduled within 1 year. No refund if event is cancelled after a re-scheduled date.
Cancellations due to COVID-19 will have a 20% fee retained, no penalty for rescheduling up to 1 year.

12. _____ There shall be absolutely no alcoholic beverages served and/or consumed in and on the leased premises without the express written consent of the "Lessor". In the event written permission is obtained for the serving of alcohol by the "Lessee" on the premises during the rental period, the "Lessee" hereby agrees to be fully responsible for any and all matters relating to the serving of said alcohol that may be enforced by the proper authorities, including any permitting or licensing requirements as well be totally responsible for determining that the licensees, invitees, and guests of the "Lessee" that are served alcohol are legal drinking age. (Said license of permit must be presented to "Lessor" prior to the event and displayed in a prominent place at all times during the rental period.)

The "Lessor" assumes no responsibility whatsoever for the serving and/or consumption of alcoholic beverages on the premises during the lease period and the "Lessees" hereby agree to indemnify and hold the "Lessor" harmless from any and all damages and claims of whatever kind, including, but not limited to social host liability and/or shop laws, that may arise there from.

13. _____ The "Lessor" may, in its sole discretion, determine if it shall be necessary for the "Lessor" to employ police officers for the rental period. If the "Lessor" determine that police officers are necessary, the "Lessor" shall contract for the number of police officers that the "Lessor" deem necessary: The "Lessee" agree to pay the police officers the contracted fee set forth by the police officers in advance.

14. _____ There shall be absolutely no weapons of any kind allowed on the premises with the exception of those weapons carried by authorized law officers.

15. _____ The "Lessee" agrees to ensure that all licenses, invitees, and guests remain within the Clubhouse area for the duration of the event. Under no circumstance will loitering be allowed in the parking areas of the premises. The "Lessee" agrees that it is their responsibility to enforce this policy.

16. _____ The "Lessee" agrees to ensure that no objects are thrown into the Pool area. The "Lessee" assumes responsibility for any damage done to the pool by any of the "Lessee" as previously defined. Glass thrown into the pool will require that the pool be drained, cleaned, and refilled by order of the Wake County Health Department. The "Lessee" will be held financially responsible for any and all related expenses should this occur.

17. _____ The "Lessee" agree that Heather Hills Club, Inc. may cancel this rental agreement at any time, for any reason. Should Heather Hills Club, Inc. cancel this rental agreement, the "Lessee" shall be entitled to a full refund of any deposits paid.

18. _____ The "Lessee", by signing this agreement, do hereby acknowledge that they have read and fully understand this agreement and that they will assume full responsibility for all actions of the said "Lessee" as defined above and that they will abide by all of the rules as set out herein.

19. _____ Failure to follow these rules as well as all applicable local ordinances and state and federal statutes will result in a breach of contract and the "Lessor" may revoke this contract and the rights of said "Lessee" immediately upon said breach and the "Lessee" shall be deemed to be trespassers upon said breach and the "Lessor" shall have the right to enter the premises and demand that the "Lessee" vacate said premises immediately without incurring any liability whatsoever and such breach may result in a forfeiture of all deposits and fees.

20. _____ An additional fee may be charged, at the sole discretion of the "Lessor", if "Lessor" determines that the "Lessee" have not abided by all of the rules and left the clubhouse and all of the appurtenant premises in an unacceptable condition.

21. _____ All persons/groups renting the HHC Clubhouse must be members. Annual fee of \$25 to be paid prior to rental.

_____ I have received a copy of the "**HHC Rules**" and "**Renter Information**" as part of this contract.
(initial)

A \$25.00 FEE WILL BE CHARGED FOR ALL RETURNED CHECKS.



HEATHER HILLS CLUB, INC.
CLUBHOUSE RENTAL CONTRACT
 ATTN: A. ALLISON POST OFFICE BOX 41, GARNER, NC 27529-0041

TODAY'S DATE: _____ **EVENT:** _____

LESSEE(S) SIGNATURE

X _____

TWENTY-ONE (21) OR OLDER? YES NO

HHC MEMBER FEE \$ 25

RENTAL MANAGER: ANNE ALLISON

RENTAL PHONE: 919-773-8371

*LESSOR SIGNATURE: _____

DATE(S) OF RENTAL

APPROXIMATE TIME OF EVENT: START TO FINISH

_____ TO _____

CONTACT INFORMATION (ONE CONTACT MUST BE AVAILABLE AFTER THE EVENT)

1. NAME: _____ **2.** _____

ADDRESS: _____

PHONE HOME: _____

HOME: _____

CELL: _____

CELL: _____

DRIVER'S LICENSE #: _____

EMAIL: _____

CATERER (IF APPLICABLE)

RENTAL COMPANY (IF APPLICABLE)

PHONE: _____

PHONE: _____

IS RENTAL EQUIPMENT BEING LEFT AFTER AN EVENT FOR NEXT BUSINESS DAY PICKUP? YES NO

IF YES, LIST OF ITEMS BEING LEFT: (MUST BE STORED BY FRONT DOOR)

***NO OUTSIDE RENTAL ITEMS ARE TO BE STORED IN THE CLUB CLOSET**

FINAL HEADCOUNT _____

IS ALCOHOL BEING SERVED? YES NO

IF YES, WHAT TYPE? _____

POLICE REQUIRED? YES NO

OF OFFICERS _____, # OF HOURS _____

HHC USE:

DATE: _____ **CHECK/CASH** _____

TOTAL RENTAL FEE \$ _____

DATE _____ **CHECK/CASH** _____

DEPOSIT PAID -- \$ _____

DATE _____ **CHECK/CASH** _____

BALANCE OF RENTAL = \$ _____

SECURITY DEPOSIT

\$ _____ **SEPARATE FEE-REFUNDABLE**

REFUND DATE: _____ **CHECK #** _____ **AMOUNT \$** _____

BALANCE TO HHC, INC \$ _____

*Contract not valid without both Lessee & Lessor signatures. No contract accepted without rental manager authorization.