

Renter's Contact Information

Name: _____
Address: _____ City: _____ State: __ Zip: _____
Phone Number: _____ Cell or Work Number: _____
Email Address: _____

Rental Information

Date of Rental: _____ Time of Rental: _____
Must include time for setup/cleanup
of Guests: _____
max. for Social Room w/ Kitchen – 102
max. for Formal Room - 55

All rentals must be between the hours of 8am – 11pm, unless discussed with Management.

Event Description: _____
Due to the fact that multiple events can be conducted simultaneously, parking is on a first come, first serve” basis

Please note the Renter is responsible for having guests arrive and leave within the times stated above. If guests are present outside the time stated above Renter will be automatically billed additional charges and staffing hours.

Rental Agreement Terms

Please note: Briar Chapel Community Association reserves the right to refuse rental to any individual or organization without explanation.

Thank you for your interest in renting one or more of the Briar Chapel Community Association amenities. If you have any questions prior to completing this application or before your rental date please call 919.240.4955 or email us at: lifestyle@briarchapellife.com.

It is the responsibility of the Renter to read and understand all Community Association's rules and policies and terms of this rental contract and those in effect at the time of rental. Your signature on each section acknowledges your acceptance of these obligations.

The Renter hereby agrees and shall Indemnify, defend and hold the Association, Manager, agents, employees, officers, successors and assigns (collectively, the "Association's Indemnities"), harmless from all suits, losses, costs, damages, or expenses of any kind, including, but not limited to, the costs inclusive of legal fees, incurred in any investigation, defense, or settlement of claims which may be incurred or undertaken by any one or more of the Association's Indemnities, whether currently known or unknown and whether liquidated or contingent, which are in connection with the rental and use of the facilities pursuant to the terms and conditions of this Agreement. In the event that the Renter is made a party to any litigation, the Renter shall protect and hold harmless Briar Chapel Community Association from any and all liability that may result.

Any dispute hereunder shall be governed by and construed in accordance with the laws of the State of North Carolina. The Association and the Renter hereby consent to venue in Chatham County, North Carolina.

IN WITNESS WHEREOF, the parties hereto by signature within, intending to be legally bound hereby executed this agreement as of the date written within.

Renter's Signature: _____ **Dated:** _____

Rules and Guidelines

1. Renter must be of 21 years or older and remain on-site for full duration of rental. Any function for those under the age of 18 must have adult supervision, including the Renter at all times.
2. Renter is financially responsible for any and all damage that occurs while hosting an event on-site, including those which may exceed the deposit amount.
3. Renter is required to check in and check-out with on-site staff. Arriving early for events, staying late, contracted work setup, i.e. caterers or DJ's must be included as a part of your rental usage time. Set-up and decorating is only allowed during rental period. Renter is liable to pay for any additional time used and associated staffing fees, which may be deducted from security deposit or billed as a payable due within 3 business days of the event.
4. The Renter must supply any additional tables or chairs or equipment needed for the event. All additional equipment must be removed immediately at completion of event or otherwise arranged and agreed to in writing by Management. The cleaning service is authorized to throw away any items remaining in or around the rented areas after rental period.
5. Bounce houses, inflatables and/or trampolines of any kind are **NOT** permitted.
6. Any placement or use of rental items beyond table/chairs/catering or DJ equipment must be pre-approved by Management and may incur additional fees and/or insurance.
7. Decorations that are distasteful as deemed by Management or cause damage to any part of the facilities may not be used; this includes the use of nails, push pins, tape and/or glue which may damage surfaces. Confetti, glitter, silly string and like substances are not permitted inside or outside. Renter is responsible for any clean-up and all damages to Association property.
8. Management has the right to be present or visit the facilities during the rental to make sure all the rules and policies are being followed. If during the visit management finds any rule violations, the manager on duty will enforce such rules and/or end the function with loss of rental fees and security deposit.
9. Surveillance devices may be used on the premises at any point prior to, during or after an event. It's understood that the video from the surveillance devices may be used as evidence for prosecution or damage assessment if necessary. Tampering with surveillance devices may be deemed a criminal offense and shall be subject to loss of deposit in addition to any expenses for cost of restoration.
10. Alcoholic beverages may be served (not sold) as long as the renter has not violated any applicable laws. It is the renter's responsibility to understand and abide by all of the alcoholic beverage laws of the state of North Carolina as well as all other governmental bodies and agencies. Renter is responsible for any and all fines should those laws be violated.
11. There is NO SMOKING or CLIMBING within or on any of the Association's amenities. Smokers need to move at least 25' away from all roofed or fenced structures including those outside.
12. In compliance with the Chatham County Noise Ordinance, all rentals are required to play any music in moderation so that it does not disturb area residents. If noise complaints are made or staff has had to repeatedly request that the volume be lowered, Management reserves the right to terminate the Renter's contract without refund of fees or deposit. It is the Renter's responsibility to make any contracted workers aware of this county policy and understand that the Police department has the authority to terminate the event should said event become too loud or unruly.
13. Briar Chapel Management will not be responsible for any acts of God including but not limited to extreme temperatures, winds, hurricanes, power failures, flooding or fire.
14. Management reserves the right to require at the Renter's expense an off-duty Officer Deputy to be present at any event during the entire party if deemed necessary by the nature of the event.
15. Attendance may never exceed the legal capacity of the facility, nor may it exceed the number specified in this contract. **The occupancy for the Social Room with kitchen is 102 and Formal Room is 55.** If Renter exceeds these numbers, Renter forfeits the deposit and jeopardizes future rights to use the amenities.

Amenity Rental Agreement

16. Pool Rentals: The pool area is a common facility for all of the members of Briar Chapel Community Association Inc. Renter and Renter's guests agree to refrain from any activity that would violate pool rules and policies. **Glass is prohibited inside the pool area.**
17. Pool Rentals: Renter and guests will use the pool at their own risk even when hired or non-hired Lifeguards are on-duty.

Renter's Signature: _____ **Dated:** _____

Weather Policy (Pool Rentals Only):

Following the Red Cross weather policy, lifeguards are responsible for clearing the pool for thunder or lightning. For thunder, all individuals must remain out of the water for 30 minutes. In the case of lightning, all individuals must remain out of the water for 30 minutes *AND* clear the pool deck.

If there is inclement weather prior to the start of the rental, the Renter may cancel the rental for a full refund or reschedule for another available day.

If the pool has to close for weather during the rental and the rental has not exceeded 2 hours, you will get a partial refund.

Briar Chapel Community Association, Inc. is not liable for pool closures due to fecal contamination.

If the duration of your rental has exceeded 2 hours you will not be refunded any fees and your event will be considered completed.

*Lifeguard(s) hired and paid for by Renter for the event must be canceled at least 7 days prior to the event for a full refund. This includes the Renter electing to cancel the event due to inclement weather.

Renter's Signature: _____ **Dated:** _____

Check In & Check Out Procedures:

Upon arrival the Renter will walk-thru the amenity with Management. Both parties will sign a check list of the opening condition. For weekday rentals taking place outside of the Briar Chapel Community Association office hours, the Renter will be required to meet with Management during office hours the day of the event. For rentals on weekends or holidays, the Renter will be required to meet with Management during office hours on the last business day before the rental date. Both parties will sign a Rental Condition Agreement after the walk-through.

If you are having an event at one of the pavilions, please take a picture on arrival and another after cleanup and email them to lifestyle@briarchapellife.com

- The Renter whose name is on the agreement is responsible for pre-rental procedures.
- If the Renter needs to reschedule the walkthrough appointment indicated in this agreement, this must be done at least 48-hours in advance.
- **If Renter fails to check-out with the association staff on-duty, they will forfeit their security deposit.**

Rental Walkthrough Appointment:

Date: _____ Time: _____

Renter's Signature: _____ **Dated:** _____

Reservation Policy, Rental Payment and Security Deposits:

In order to reserve the facility, a refundable security deposit \$250.00 (minimum) is due upon completion and signing of this contract. The rental date is not secured until the deposit and signed rental contract is received by Management. The deposit will be held and processed if one or more of the following things occur:

- *Unscheduled cleaning or repair is required after rental period.*
- *Renter fails to follow the check-in & check-out procedures.*
- *Renter occupancy exceeds the times specified for the event.*
- *If the Renter sets off a false 911 call, non-emergency fire alarm, or any other action causing the evacuation or the need of emergency personnel or management to arrive for an unneeded cause prior to, during or after an event.*
- *If the Renter is not present at event at all times, NO EXCEPTIONS.*
- *If the Renter and/or guests on the property during the event are found using additional areas of the facility, such as the pool, that are not specified on the contract additional usage fees will be billed.*

A separate check for the full amount of facility fees is due no later than 14 days before the event.

Renter may cancel no later than 7 days prior to the event and the full rental payment will be refunded. After 7 days the full amount is due and Renter will not be reimbursed for cancellation.

If the cancellation is due to inclement weather, the total amount may be applied to the facility rentals for the rescheduling of event.

All rentals are subject to staffing and cleaning service availability.

If a complication arises, Management has the right to cancel and/or request a change of the rental date. Please make all checks payable to Briar Chapel Community Association, Inc. or "BCCA".

\$25.00 fee is added for any returned checks.

As requested by Renter, the security deposit will be returned by mail or picked up during office hours. Another option is for it to be destroyed by the Community Manager the first business day following the event. If anything is not completed on the check-out list, damage or additional services required, the security deposit will not be returned and instead deposited to cover necessary fees related to additional clean-up, damages and/or additional fees which will be charged if event has run later than the scheduled time noted in the agreement and/or as necessary for unscheduled staffing. Surplus from the security deposit after all payments are settled will be refunded within 21 days.

Note: 2 checks will be collected at the time of reservation:

- 1) The rental fee, which will be deposited. (A minimum of 50% is required at time of reservation).
- 2) The Security Deposit (minimum of \$250.00) will not be deposited unless required for additional fees and/or damages defined after the event.

Examples of fees that may be deducted from the deposit are:

- Failure to remove trash from the facilities - \$50.00
- Failure to clean the facilities (ie: countertops, tables, floors, bathrooms) - \$75.00
- Leaving decorations (ie: balloons, ribbon, signage) - \$50.00
- Damage to furniture, flooring, walls, fixtures or other property damage – **Cost associated with repairs**

Failure to pay the balance of your rental balance by the due date 14 days in advance of your event; will result in forfeiture of your rental deposit and cancellation of reservation without further notice.

Renter's Signature: _____ **Dated:** _____

Acknowledgement of Contract

I, hereby acknowledge that all information provided on the contract is true and correct. Misrepresentation or erroneous information on the contract constitutes grounds for denial of this and future applications for the use of Briar Chapel Community Association.

I have read and understand the rules, terms; conditions made available to me, on the website at briarchapelife.com, written in the contract and are of sound mind to legally engage in this agreement for myself and/or on behalf of the entity for whom I am contracting use of the facility. I/we will abide by the rules and further understand all or portions of the deposit will be kept by Briar Chapel Community Association, Inc. to cover any additional fees, damages, missing items, or violation of the rules, terms and conditions set forth in this agreement. I/we also understand that as the responsible party, I/we are responsible for the actions of all the attendees and/or outside contractors present at the event. I/we understand that Renter/responsible party must be at least 21 years of age, and have provided a copy of a government-issued ID to Briar Chapel Community Association in conjunction with this agreement.

Renter's Signature: _____ **Dated:** _____

Management's Signature: _____ **Dated:** _____

Total Rental Fees & Payments Due:

Briar Club	Rate	# of hours	Cost
Formal Room	\$150 / 1 hr.		
Social Room with kitchen area	\$150 / 1 hr.		
Formal Lawn & Grill	\$200 / 3 hrs.		
Rec Room	\$75 / 1 hr.		

Parks and Playground Pavilions	Rate	# of hours	Cost
Great Meadow Park Pavilion	\$75 / 2 hrs.		
Poolside Park Pavilion	\$75 / 2 hrs.		
Boulder Park <i>Firepit only for warmth – it cannot be used for marshmallows</i>	\$75 / 2 hrs.		
Briar Commons Pavilion	\$75 / 2 hrs.		
Sports Courts Pavilion	\$75 / 2 hrs.		
Pool Parties	\$250 / 2 hrs.		

Add-ons (optional)	Rate	✓ if needed	Cost
Rectangle Folding Tables / 6 available	\$4 / per table		
Chairs / 50 available	\$1 / per chair		

TOTAL COST: \$ _____

Refundable Security Deposit: \$ _____ / **check #** _____

Non-Refundable Reservation Fee: \$ _____ / **check #** _____