

Clubhouse Rental Terms & Conditions

For and in consideration of being permitted to lease or rent the Cheshunt Clubhouse, I hereby voluntarily release, discharge, waive and relinquish any and all claims or actions for negligence and any other damages for personal injury, death or other damage which I may have, or which may hereafter accrue to me, as a result of my participation in the renting or leasing of the Clubhouse.

I assume all risk of personal injury, death or property loss resulting from any cause whatsoever. I understand that it is my responsibility to follow all of the rules and regulations of Cheshunt and applicable law and my responsibility for actions of all of my guests and attendees. I accept full responsibility for injury, death, property damage or injury inflicted on others. **I agree to give up and make no claim against the Association, its officers, directors, agents or employees for any injury to myself or others, death or property damage regardless of cause, including alleged negligence or fault.** I agree that my signature on this waiver and release confirms absolutely my agreement to be bound by all these terms and others posted.

This release is intended to discharge, in advance, the Association and its officers, directors and agents, from any and all liability arising out of or connected in any way with the rental of the Cheshunt Clubhouse, even though that liability may arise out of negligence or carelessness on the part of the Association.

Under no circumstances shall any alcoholic beverage be sold at any event held at the Cheshunt Clubhouse.

The Cheshunt Clubhouse shall not be used for any commercial, institutional, or religious purposes. Commercial activity shall include, but not be limited to, charging admissions, selling merchandise, and/or selling food and drink.

I agree to be present during the entire period of my reservation and to be responsible for the conduct of my guests and attendees during that entire period while they are on Association property and as well as the time of arrival and departure.

I agree to not hold the Association or any Clubhouse Committee/Board member responsible for any negligent acts that may occur during the reservation time period and thereafter relating to negligent activities of the function.

All guests and attendees must park in designated lined spaces. Guests and attendees may not park on grass, walkways, or near fire hydrants.

By signing this rental agreement, I agree that I am solely and fully responsible for the conduct of all guests and attendees. I assume full responsibility for any unlawful or illegal activity occurring during the course of the event, including, without limitation, any use of drugs or controlled substances. I assume full responsibility with respect to the service, use and consumption of any alcoholic beverages during the course of the event and agree to ensure that alcohol is not permitted, served or otherwise made available to any underage person or intoxicated person.

I agree that the above Agreement must be adhered to or I will forfeit part or all of my security deposit, as well as jeopardize future rental privileges. If the police are dispatched to the Clubhouse during the period of your rental and citations are issued, the Association, in its sole discretion reserves the right to revoke all future clubhouse rental privileges. Further, I agree that in the event of severe incident, damage, breakage, or missing items not covered by the security deposit, I will make full payment for any additional repairs and costs over and above the security deposit amount in addition to potential revocation of future clubhouse rental privileges. Restrictions on future use may extend to any other Cheshunt resident involved. If any legal action must be taken to collect any additional amount not covered by the deposit, I, the lessee, agree to pay all attorney fees incurred by the Association.

- Lessee should comply with Mecklenburg County/City of Charlotte Noise Ordinance. We require that music be kept in moderation so that it does not disturb area residents.
- Maximum clubhouse occupancy of 75 must be adhered to.
- **All decorations must be removed prior to vacating premises. Nothing may be attached to any wall, ceiling or fans, and must be removed prior to vacating the premises.**
- The clubhouse and parking lot must be vacated by your agreed upon rental period. A fine of \$25 will be assessed for every 15 minutes, or part thereof, of occupancy past your rental period. Occupancy past 10:00 P.M., Clubhouse or Parking Lot, is considered trespassing and shall constitute forfeiture of your entire security deposit in addition to accrued overage charges.
- Set the thermostat to 65 degrees, turn out all lights, and lock all doors.
- Take all trash to outside cans.
- Smoking is not permitted in the Clubhouse.
- Pets, excluding service animals, are not permitted inside the Clubhouse.
- Rentals are not permitted during Cheshunt Community events or major calendar holidays. Check the Community Calendar on www.cheshuntcommunity.com for further details.

Cleaning Procedures

- Clubhouse shall be left in a “broom swept” condition after rental (\$25)
- Disposal of trash in appropriate outdoor receptacles (\$25)
- Removal of all event debris from grounds, landscaping, & parking lot (\$25)
- Flush toilets and turn off faucets & showers (\$25)
- Turn off lights & fans (\$25)
- Reset thermostat (heat to 65 / AC to 74 degrees) (\$25)
- Lock all windows and doors (\$100)

If any of the above conditions are not met, the indicated amount shall be withheld from the security deposit.