



Planter's Row HOA

CLUBHOUSE RENTAL POLICY

NAME: # of People (Max Capacity = 47)

DATE OF EVENT:

The Planter's Row Clubhouse is available for all community residents who are in good standing or local non-profit groups for private functions within established guidelines. Residents may reserve the clubhouse as long as there are no outstanding dues, fines, or liens. If dues are outstanding and a signed payment plan is in place, then rentals will be permitted. The management company will verify the applicant's status.

Established rules and guidelines are to ensure fair and equitable access while preserving the facility to the standards of the association.

The clubhouse daily rental fee is \$200, which includes the base fee of \$75 and a required COVID-19 cleaning fee of \$125. In addition to the rental fee, a deposit of \$150 is due at the time of rental and will be returned after inspection that the clubhouse is in satisfactory condition post rental. The deposit can be given to a board member as a personal check. The clubhouse is available for rental on a daily basis from 10am-10pm. The resident who signs this Rental Contract assumes full responsibility of all persons and their actions on the property.

Please note that this agreement is for clubhouse rental only and does not include the pool cabanas. Booking the pool cabanas and securing a party lifeguard requires separate paperwork. Due to Covid-19 restrictions, the Planter's Row pool is only available to Planter's Row residents in good standing with no outstanding dues, fines or liens. A waiver release and liability form must be signed in order to access the pool. Any non-Planter's Row guests that are attending an event at the clubhouse at the time of a reservation may NOT use the Planter's Row pool. Any violation of this will result in a loss of the \$150 deposit.

Clubhouse Rental Guidelines

Please initial inside each box indicate you have read, understand, and agree to adhere to the policy.

1. The Planter's Row Board of Directors, PR Social Committee, and any standing committees, have priority over private use requests and will be able to use the clubhouse at no cost. The clubhouse is reserved for the PR Social Committee for all National holiday dates. If the social committee does not require the use of the clubhouse on a specific holiday, then reservations are permitted on a first come, first served basis. The PR Board, social, and other standing committees have no time restrictions. If you have rented the clubhouse, your rental will take precedence if it was accepted before a neighborhood event.

2. Only Residents in good standing or approved non-profit community groups may reserve the Clubhouse for private social functions. Residents may reserve the clubhouse as long as there are no outstanding dues, fines, or liens. If dues are outstanding and a signed payment plan is in place, then rentals will be permitted. The management company will verify the applicant's status. Private rentals are based on a first come, first served basis.

3. The Clubhouse may not be used for any type of commercial or profit-making function. Residents may not rent the Clubhouse on behalf of another party, group or organization.

4. The resident or reserving party must be present for the duration of the event. The renting party assumes all responsibility for damages, cleaning or missing items. The renting party also assumes full responsibility for the conduct of their invited guests and for any damage or disrepair to the facility. Charges for damages, cleaning, and missing items shall be deducted from the security deposit, should the need arise. If damages, cleaning, or missing items exceeds the security deposit amount, the homeowner/resident shall be liable for the difference and a charge shall be placed on the homeowner's account with the HOA.

5. Rental request shall be made no more than 60 days before the required date of the rental, and are strictly on a first come, first served basis. In the event of special circumstances, such as a wedding, earlier approval may be granted by the board. Residents are limited to 2 rentals per calendar year (the board reserves the right to approve if there are extenuating circumstances on a case-by-case review). If there are multiple requests for the same date on consecutive years, the rental shall be awarded to the person unsuccessful the prior year.

6. Animals are not allowed in the clubhouse unless it is a trained service animal. Smoking, the use of tobacco products and vaping are prohibited inside the clubhouse.

7. All items brought in by the renting party, including rental equipment, must be removed from the facility at the end of the rental time unless previous arrangements have been approved by the board.

8. Decorations may not be attached in any way to the walls or ceiling. **DO NOT tape, tack, nail anything to the walls or ceiling.** There are hooks provided in the ceiling to be used for festive adornments.

9. The maximum capacity of the clubhouse is 95 people. Due to the impact of COVID-19 restrictions, the clubhouse will limit its capacity to 50%, which is 47 people. The number of individuals should not exceed this number. If you exceed this number during your rental at any given time, Planter's Row HOA reserves the right to withhold the security deposit with no return. The board reserves the right to visit the event to confirm compliance with capacity limits.

10. Renters are required to walk through the facility checking functionality and noting any issues upon taking possession of the clubhouse. Any issues should be reported by telephone or email to the management company within 30 minutes of the commencement of rental time. Failure to do so will mean the homeowner/resident is responsible for any equipment malfunction, or missing items.

11. Reservations require the completion of the reservation form and should be submitted to Cedar Management Group at clubhouse@mycmg.com. You will receive confirmation once all forms, which includes the reservation form and the waiver release and liability form, have been submitted and approved. Rental payment of \$200 and a deposit of \$150 is required to reserve the clubhouse. Payments can be mailed to the address below or paid online through the portal at web.mycmg.com.

Planter's Row
c/o Cedar Management Group
Box 26844
Charlotte, NC 28221

12. All furnishings will need to be placed in their original positions by the renting party, except for tables and chairs. **Please leave tables and chairs out so they can be properly cleaned/sanitized.** If there are any seasonal decorations such as Christmas trees, they are not to be moved under any circumstances.

13. All three clubhouse doors should be locked upon your exit. The key should be returned to the lockbox. Failure to return the key will result in a fine which will be deducted from the security deposit. In addition, the renting party hereby agrees to pay for any and all damage to or loss of furniture, accessories, fixtures or equipment that may occur during the rental period or as a result of their failure to secure the premises.

14. All trash bags should be removed, tied, and placed in the assigned trash receptacles located by the tennis courts. New trash bags are located under the sink and should be used as needed. Excessive trash (overfilling trash receptacles) may lead to a fine and a deduction from the security deposit.

15. Cancellation of rental agreements prior to two (2) weeks before the event will result in both the rental fee check and the deposit check returned to the renting party. Cancellation of rental agreement within the two-week period will result in a \$25 cancellation fee.

16. The Association reserves the right to revoke any request/approval if sufficient cause is found that any misrepresentation of the facts related to rental request occurred. In which case, there will be an administrative fee of \$25.00 deducted from the rental fee. All other monies will be refunded within two weeks of receipt of the cancellation request, subject to verification of any check clearances.

17. Emergencies, complaints, concerns or compliments should be addressed via email to Cedar Management Group at clubhouse@mycmg.com. In case of an emergency call 911.

18. The Association reserves the right to change any of the terms of this policy and/or charges for deposits or other applicable fees at its sole discretion, without prior notice.

19. Release and Indemnification. User assumes all responsibilities, risks, liabilities and hazards incidental to the holding of the function at the facility (including, but not limited to, the serving of any alcoholic beverages) and, irrespective of any acts or omissions by the association or its agents, whether negligent, intentional or otherwise, User releases and forever discharges the association, its officers, directors, employees, agents and members, past, present and future, and agrees to defend, indemnify and hold the same harmless, from and against any and all losses, expenses, liens, claims, demands and causes of action of every kind and character (including those of the permittees, agents, licensees and invitees of User) for death, personal injury, property damage or any other liability damages, fines or penalties, including costs, attorneys' fees and settlements, resulting from any act performed by, or omission on the part of user, its employees, invitees, permittees, agents or licensees, arising out of or in connection with user's use of the facility.

20. The following must be performed before leaving the Clubhouse:

- Turn off all exhaust and ceiling fans. Turn off fireplace.
- Turn off television/stereo equipment.
- Remove any spots on the furniture or floor caused during the event.
- Return all utensils, dishes, etc clean to its original position.
- The kitchen should be clean and in original condition.
- Turn off all lights, except outside lights as marked.
- In the winter the heat should be set to 60 degrees and in the summer the air conditioner should be set to 80 degrees.
- Garbage must be bagged, tied shut and put in assigned outside receptacles.
- All three doors to the clubhouse must be locked.
- Key must be returned to the lockbox.

Violation Charges

Any damage, paint touch-up, broken or marked furniture, missing items will result in a deduction from the deposit. In some cases, the cost of repairs, cleaning, etc., will be higher than the deposit and the clubhouse renter will be billed accordingly.

One or more of the following violations will result in a deduction from your deposit:

1. Failure to leave the clubhouse in the same condition as it was found.
2. DO NOT PUT DECORATIONS, POSTERS, SIGNS, BALLOONS, ETC., ON THE WALLS OR CEILINGS. You will be charged a minimum of \$25 maintenance fee for time in addition to the cost of the paint.
3. Failure to turn off television/stereo equipment.
4. Failure to remove any spots on the furniture or floor caused during the event.
5. Failure to bag garbage, tie it shut and put in outside plastic bin marked "trash."
6. Failure to turn off all lights (except outside lights as marked), including bathroom lights.
7. Failure to lock the three clubhouse doors upon exiting. The Clubhouse Renter will be responsible for any vandalism and or damages resulting from leaving the doors unlocked.
8. The use of tobacco products, smoking or vaping results in a \$100 fine.
9. Using Planter's Row's consumable products and supplies found in the refrigerator or cabinets.
10. Failure to return the key to the lockbox results in a \$100 fine.

- 11. The use of tobacco products, smoking or vaping results in a \$100 fine.
- 12. Failure to return the key the lockbox results in a 100 fine.
- 13. Failure to clean the kitchen and return kitchen items to their original location.

As a prerequisite for granting a reservation for private use, the renting party must complete and sign a copy of this document and pay the applicable fees and deposit.

Print Name

Address:

Signature:

Phone:

Email:

Will you be using the pool?

If yes, how many Planter's Row community members will be using the pool?

If more than 12 will be using the pool, you will be required to hire an additional lifeguard. Please complete the pool party form in addition to this form.