



Contract for Clubhouse and Pool Rental

LESSOR: Davis Lake Community Association, Inc. (DLCA)

LESSEE (DLCA Members only): _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

LESSEE hereby agrees to rent the Davis Lake Swim and Tennis Club (please circle one):

CLUBHOUSE ONLY - OR - CLUBHOUSE & POOL

On the date _____ 20____, from _____ to _____

For the Rental fee of \$_____ **PLUS a separate security deposit of \$250.00**

The event will be used for (please describe your event):

Guests (may not exceed 90) _____

Rental Rates & Terms

- The Clubhouse hourly fee is \$75 per hour with a required minimum of a two hour rental
- The pool is available for rent **afterhours** for \$75 per hour with a required minimum of a two hour rental. There are required lifeguard fees that are managed through pH Pool Management. These fees are separate from DLCA. You must retrieve their lifeguard request form online at www.phpoolmanagement.com

Cancellation Policy

- Cancellations made less than one week in advance of the rental will be charged the **full rental fee**. If the rental is cancelled more than a week in advance, the Lessee will only be charged a **\$25** cancellation fee.
- The entire rental fee will be refunded if the rental is canceled due to inclement weather on the day of the rental if the rental includes the pool.
- For all cancellations prior to the rental, the security deposit will be returned.

Lessee must read and agree to the attached policies:

Clubhouse and Pool Rental Policies _____ (please initial)

Alcohol Policies for Clubhouse and Pool Rental _____ (please initial)

1: Clean-Up Policies for Clubhouse and Pool Rental

- OR -

2: Choose optional fee of \$120 to have DLCA clean after event

(Circle an option above) _____ (please initial)

SIGNATURE: _____ **DATE:** _____

Office Use Only:

Access Time _____ to _____	Deposit Paid _____	Check #: _____	Other: _____
Event Time _____ to _____	Rental Fee Paid _____	Check #: _____	_____



Clubhouse and Pool Rental Policies

1. The rental facility address is 9000 Davis Lake Parkway, Charlotte, NC 28269. The area to be rented (hereinafter referred to as the “**Rental Area**”) shall include the first floor great room, kitchenette, and restrooms and outdoor covered porch. The Pool area is also considered Rental Area, but will be rented as a separate area. **DAVIS LAKE SWIM AND TENNIS CLUB IS A SMOKE FREE FACILITY!**
 2. Any DLCA Member (Davis Lake property **OWNER**) in good standing can reserve the Rental Area for private use (hereinafter referred to as the “**Renter**”). Only adults (over the age of 21) can be a Renter. If a resident/owner is younger than 21 years of age and wishes to rent the clubhouse facilities, the reservation and rental agreement must be completed by an adult property owner, who must agree to be present at all times and be responsible for all activities. **Davis Lake “Property Renters” are not permitted to rent out the facilities without the property homeowner present.**
 3. The Renter or any guests may NOT charge admission, sell food or drink, or turn the rental into a commercial event in **any** manner.
 4. The maximum occupancy permitted in the clubhouse great room at any one time is 90 people, as determined by City and/or Local fire codes.
 5. **The required security deposit must accompany the completed rental application.** All rental payments must be made payable to the Davis Lake Community Association and presented to the Management at least **TWO (2) weeks** in advance of the requested rental activity. If the check for the rental fails to clear the bank, a \$35.00 NSF fee for the returned check is charged. It may only be reserved again with a cashier’s check or money order. **The check for the rental fee will be deposited within three (3) days of receipt. The security deposit check will be deposited only if necessary.**
 6. The Renter signing the rental agreement **MUST BE PRESENT** at all times during its use. When visiting the Rental Area, contracted caterers, florists, musicians, and others **MUST** be accompanied by the Renter or their agent before and after the rental period.
 7. The Renter and guests must park only in the parking lot adjacent to the clubhouse. Vehicles parked otherwise may be towed away at the vehicle owner’s expense.
 8. The Renter is responsible for the behavior of guests, who are to be under the direction and control of the Renter. This is a residential community; and boisterous behavior before, during or when departing the Rental Area should be minimized. **Any infractions or disturbances created as a result of the rental activity, and which require police authorities to respond and/or take action, shall be considered a violation of these rules and will result in forfeiture of the total deposit plus additional charges or fines which may be levied.**
- *******The Mecklenburg County Noise Ordinance takes effect at 10:00 p.m.*******
9. **Rentals must end no later than 12:00 a.m. and all guests should be gone by that time.** The renter must vacate the premises by **1:00 a.m.** Any exceptions to these times must be formally approved by the appropriate DLCA representative. Rentals that run over the originally scheduled time will pay a fee of \$75 per half hour (or part of) they are late concluding the event and cleaning.



10. In the case of a severe incident or damage, the Association reserves the right to restrict or refuse future use of the clubhouse to the resident(s) signing the rental agreement. Restrictions on future use can extend to any other Davis Lake residents that might be involved in an incident and can extend to non-residents as well.

11. The Renter assumes **FULL** responsibility for any damage done to the Rental Area, its contents, or the surrounding common area. The Renter shall hold the Association harmless from, and indemnify the Association for, any claims against the Association for damages, including reasonable attorney's fees and court costs suffered by the Association.

12. The Board of Directors, its agent, and the clubhouse coordinator reserve the right to restrict access to any or all portions of the clubhouse at all times.

13. Pets are not allowed in any area of the clubhouse, unless they are certified as an aide for a disabled guest.

14. **Temporary decorations may not be taped, nailed or tacked to any painted surfaces. They may be taped to UNPAINTED surfaces only, such as windows. Tape applied to painted surfaces will remove the paint. Do not hang anything from the ceiling fans- inside or out. No use of confetti or glitter. Charges will be assessed for repairs or cleaning needed as a result of any of the above.**

15. The Fireplace is **not** to be used at any time in any form by anyone.

16. **Any violation of these rules can result in the forfeiture of part or all the of the security deposit. This is in addition to any other remedy available to the Association, including the filing of a lien for any costs or damages suffered by the Association.**

17. Any rentals booked between the middle of November and the middle of January need to acknowledge that holiday decorations and tree will be in place and may **not** be removed.

18. Rentals are not permitted during Davis Lake Community events or major calendar holidays.

I have read and agree to the above Clubhouse and Pool Rental policies.

Signature _____ Date _____



Alcohol Policies for Clubhouse and Pool Rental

1. Renter assumes full responsibility of alcoholic beverages that are served on the premises. The use of any alcoholic beverages must be confined to the great room & upper deck only and must be in accordance with State and Local Laws. **NO alcohol is to be consumed in the parking lot.**
2. Renter must obey all of the Davis Lake Swim and Tennis Club rules, as well as, all state and local alcohol regulations. Renter assumes responsibility of fines or actions should those laws be violated.
3. Alcoholic beverages may not be sold under any circumstances. Laws prohibit charging for admission or a ticket in conjunction with a function that serves alcoholic beverages.
5. **No one under the age of 21 can serve, be served or consume an alcoholic beverage.**
6. An intoxicated guest may not be permitted to drive; renter should make alternate arrangements for intoxicated guests.
7. No one who is intoxicated is to be served an alcoholic beverage.
8. Renter assumes full responsibility of guests when alcohol is served.
9. Any violation of the Alcohol Policies for Clubhouse and Pool Rental will result in forfeiture of the entire security deposit.

I have read and agree to the Alcohol Policies above.

Signature _____ **Date** _____



Clean-Up Policies for Clubhouse and Pool Rental

- 1. It is the responsibility of the Renter to ensure that the Rental Area and surrounding Common Area are left in the same condition as they were before the event. All trash, food and temporary decorations must be removed. Tables, chairs, counters, kitchen including appliances, restrooms, windows, floors, entrance, parking lot and upper outside deck must be in such condition that the clubhouse is ready for the next use. The Rental Area and restrooms must be returned to the original condition no later than the ending time as designated on the approved rental contract.**
2. After a rental, the security deposit will be refunded or applied in whole or in part (see fee schedule below) to restore the Rental Area to its original condition. The condition of the clubhouse after use is determined by the DLCA Board, agents, employees or designated volunteers. This determination must be made within 48 hours of the beginning time of the rental and prior to the next rental. The Renter must be present during the inspection or forfeit the right to protest any withholding of the deposit and/or extra charges.
3. The cost of cleaning or repairing the clubhouse and/or adjacent common areas, as result of use by the Renter or guests, which exceeds the amount of security deposit, shall be assessed against the Renter. The Renter consents that the assessment, together with any reasonable attorney fees, court cost, and/or collection costs, shall constitute a lien against the owner's property.
4. A separate **Pre-Rental Walk-thru Checklist** document is available for renters who wish to make note of imperfections or problems within the Rental Area for which they do not wish to be held accountable.

Standard Security Deposit Deductions:

- \$25—Wash down tables, chairs, countertops
- \$25—Vacuum carpet, sweep and mop floors
- \$25—Empty all trashcans and take to dumpster (located by tennis courts)
- \$25—Clean bathrooms (trash, sink, counters, toilets & floors)
- \$25—Remove all decorations and personal items
- \$25—Outside upper deck, front entrance and parking areas are in order
- \$25—Reset thermostat to Heat 68 degrees or A/C 74 degrees
- \$25—Return furniture to original positions (including pool furniture)
- \$50—**Security Alarm Alert** (turn off fans, lock doors, remove balloons, etc.)
- \$250.00 – Full Security deposit will be assessed if the Police are called to the clubhouse

I have read and agree to the Cleaning and Security Deposit Deduction Policy above.

Signature _____ **Date** _____