

# CLUB HOUSE RENTAL AGREEMENT

[www.breckenridgenc.com](http://www.breckenridgenc.com)

**PLEASE READ THIS CONTRACT CAREFULLY AND INITIAL WHERE INDICATED THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT.**

The clubhouse facilities may be rented for private parties sponsored by any Breckenridge Homeowner in good standing. **All clubhouse rentals are limited to the hours of 11:00am to midnight with a maximum attendance of 118 people. In order to allow time for cleaning the clubhouse, the rentals cannot begin before 11:00am.** For every 10 guests under the age of 25 years, an adult over the age of 25 must be present. The clubhouse is a non-smoking facility and the *Breckenridge Homeowners Association of North Carolina, Inc.* reserves the right to grant or deny rental of the clubhouse and to determine what the hours the clubhouse may be rented. In scheduling use of the clubhouse, the Association functions shall take precedent over private parties. The sponsoring homeowner(s) must be present for the duration of the party. **The use of the swimming pool, the pool deck and exterior grounds are not included with the rental of the clubhouse. Due to the anticipated use of the pool by residents, the pool may not be rented for private functions.**  
(Initials) \_\_\_\_\_

The Homeowners Association management company, York Properties, Inc., will officially reserve the facility, subject to availability, upon receipt of deposit, rental fee and signed agreement. You are required to give a minimum of 5 business days' notice for checking the availability of Clubhouse. Mail or deliver your forms to Jeannie Hellmann, Breckenridge HOA Clubhouse Reservations c/o York Properties, Inc., 2108 Clark Avenue, Raleigh, NC 27605. The form, along with the two (2) checks, must be received either two (2) weeks after the reservation is made or two (2) weeks prior to the rental date, whichever date comes first, in order for rental to take place. **Please note that if your deposit is not received by the appropriate date, the reservation will be canceled.** It is your responsibility to ensure that your form and checks have been received by York Properties, Inc. **Checks should be made payable to Breckenridge HOA.** (Initials) \_\_\_\_\_

## THE HOMEOWNERS UNDERSTAND THE CANCELLATION POLICY AS:

### Friday, Saturday and Sunday Reservations:

- Lose 100% (deposit) if cancelled within 7 days of reservation
- Lose 50% (deposit) if cancelled within 14 days of reservation

### Weekday Reservation:

- Lose 25% (deposit) if cancelled within 7 days of reservation
- 100% refund if cancelled prior to 7 days of reservation

(Initials) \_\_\_\_\_

**THE FOLLOWING CLEANING PROCEDURES MUST BE FOLLOWED AFTER THE RENTAL OF THE CLUBHOUSE. FAILURE TO FOLLOW THESE CLEANING PROCEDURES WILL RESULT IN THE FORFEITURE OF SOME OR ALL OF YOUR DEPOSIT. ADDITIONAL DAMAGES TO THE CLUBHOUSE WILL BE BILLED TO THE PERSON IN CHARGE OF RENTING THE CLUBHOUSE.**

The Homeowner understands that cleaning will be done by a janitorial service at their expense (*this fee is included in the rental fee*). However, the homeowner must remove anything brought in especially for the event and must place all trash in the outside trash bin. Any extra cleaning that may be necessary due to excessive spills and trash will be taken out of their deposit.

(Initials) \_\_\_\_\_

The Homeowner agrees not to use confetti or glitter or to pin or tape any item to the walls or furniture that will cause damage to the walls or furniture. The Homeowner agrees not to burn candles inside the clubhouse. Extra cleaning and/or repairs may be charged due to the use of these items.

(Initials) \_\_\_\_\_

The Clubhouse may not be used for the sale of products or to host any for profit events. The Clubhouse should be used strictly for recreational purposes only. If it is determined that you are using the Clubhouse for any other reason, you may not receive your refundable deposit back and may be banned from further use of the facility.

(Initials) \_\_\_\_\_

**GENERAL RULES FOR USE OF THE CLUBHOUSE:**

- **NOTHING** should be stuck to the walls or wallpaper in any room including tape, pins, push pins, etc. **CONFETTI and GLITTER are NOT ALLOWED**, as it cannot be vacuumed or easily cleaned up.
- All garbage should be bagged and placed in the **outside trashcans**.
- Please do not permit young children to eat or drink on the carpeted areas.
- Ensure that all lights are turned off (except for kitchen light) and **doors are locked**.
- Return furniture to original position
- Wipe tables & counters
- Remove all food from refrigerator
- No Candles or flame of any type are to be used in the clubhouse, including sterno
- No Smoking in the clubhouse and/or pool area
- No Fireworks are permitted in the clubhouse or on the clubhouse property or grounds
- No products may be sold at an event

I/We have read understand the rules as listed above. (Initials) \_\_\_\_\_

The day after an event, an inspection will be made of all the facilities to determine if any unusual damage has occurred which requires additional attention. **The \$400.00 security/damage deposit will be refunded only if the property has been inspected and found to be in good order.** It is also understood and agreed that any additional damage (not covered in the security deposit) done to the facilities (including furnishings and equipment therein) are the sponsoring homeowner's responsibility and any cost resulting from such damage shall be paid by such. This refund, in whole or in part, is at the sole discretion of Breckenridge Homeowners Association and will be mailed no later than thirty (30) business days after the rental period.

(Initials) \_\_\_\_\_

The Breckenridge HOA reserves the right to expel any members and guest(s) not conforming to the rules and regulations or causing undue commotion. Renters are reminded that the Clubhouse is in a residential neighborhood. It is expected that renters will treat the property with respect.

No alcoholic beverages will be served at the subject event (Initials) \_\_\_\_\_

**OR** Alcoholic beverages are to be served and I have obtained necessary forms and submitted them.

(Initials) \_\_\_\_\_

I/We, the homeowner(s) have read and is/are familiar with the provisions of this Agreement and the Rules of the facilities, and agree/s to comply with the same.

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(Homeowner Signature)

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(Date)

### **BRECKENRIDGE CLUBHOUSE RENTAL FEES**

Following are the fees for rental of the Breckenridge Clubhouse. The Association reserves the right to change these fees as needs require. Homeowner Association dues must be current in order to reserve the clubhouse.

Please write (2) two **separate checks** for rental and deposits payable to Breckenridge HOA. One check for the total of the two charges will not be accepted.

Clubhouse Rental Fee	\$250.00 (Non-refundable)
Clubhouse Security/Damage Deposit	\$400.00 (Refundable)

- **Please mail rental contract and both checks to:**  
Jeannie Hellman  
Breckenridge Clubhouse Rental  
c/o York Properties, Inc.,  
2108 Clark Avenue  
Raleigh, NC 27605
- The Association reserves the right to retain the security/damage deposit if the condition of the clubhouse is not satisfactory. The security/damage deposit will be refunded only after the property has been inspected and found to be in good order. This refund, in whole or in part, is at the sole discretion of the property manager, and will be mailed no later than thirty (30) business days after the rental period.

**BRECKENRIDGE HOMEOWNERS ASSOCIATION OF NORTH CAROLINA, INC.**  
**CLUBHOUSE RENTAL APPLICATION**  
[www.breckenridgenc.com](http://www.breckenridgenc.com)

Homeowner's Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Pool Card Number:** \_\_\_\_\_

E-Mail: \_\_\_\_\_

Time: \_\_\_\_\_ to \_\_\_\_\_

Rental Date: \_\_\_\_\_

Purpose: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No. of People: \_\_\_\_\_

Will alcoholic beverages be served:      YES: \_\_\_\_\_ NO: \_\_\_\_\_

I, the undersigned Breckenridge Homeowner, am requesting to reserve the Breckenridge Clubhouse for the date and times indicated above. My signature certifies that I have read and understand the reservation policies and procedures and the rental fees. If my reservation request is accepted, I agree to abide by these policies and procedures and to pay all applicable fees and deposit. It is understood and agreed that I am accepting responsibility for the clubhouse (including furnishings and equipment) during the reservation period, and will be fully responsible for all costs incurred by the Association to repair any damage.

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SHOULD YOU HAVE A PROBLEM ACCESSING THE CLUBHOUSE, PLEASE CALL:**  
**YORK SECURITY - 919-828-7677**



## **AFTER RENTAL CHECKLIST**

**PLEASE COMPLETE UPON DEPARTURE FROM THE CLUBHOUSE AND RETURN TO YORK PROPERTIES, INC. FOR THE RETURN OF YOUR DEPOSIT.**

- Remove all food from refrigerator.
- All garbage is bagged and placed in the outside trash bins. Please put the trash cans (with the lids TIGHTLY on) back at the building (NOT at the street).
- Return all furniture to its original position.
- If used, return all tables and chairs to closet
- Put the furniture back where it was. (Outside furniture is not to be moved inside. Inside furniture is not to be moved outside.)
- As the heating/air conditioning unit is on, be sure to keep the windows and doors closed
- DO NOT TOUCH the room thermostat
- Open flames (including sterno packs and candles) are NOT PERMITTED!
- DO NOT adjust the refrigerator or freezer settings
- Do not remove the glass from the table tops
- Do not stand on the furniture
- Tape is NOT to be used on the walls or the furniture!
- Ensure that all lights are turned off (except for the kitchen light)
- Close and LOCK all doors and windows

It is your responsibility to dispose of all garbage properly, to leave the clubhouse clean, and to replace the furniture. Any maintenance and/or cleanup costs associated with your failure to do so, as well as any damages, will be deducted from your security/damage deposit. If damages exceed deposit amount, owner will be billed for the balance.

In addition, it is requested that the noise be kept to a minimum, particularly after 11pm, in order to avoid disturbing residents living near the clubhouse.

Please make sure that all doors and windows are locked when you leave. If these are left unlocked, you will be responsible for any damage and/or theft which may occur after your departure.

There is not a card reader on the interior push bar door next to the bathroom that leads downstairs. You may leave it open while your party is in full swing. However, please remember to close it when you leave.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Date of Rental: \_\_\_\_\_

**Please return to:** Breckenridge HOA Clubhouse Reservations  
c/o York Properties, Inc.  
2108 Clark Avenue  
Raleigh, NC 27605