

Falconbridge Homeowners Association (FHA) Clubhouse Rental Contract

The Falconbridge Community Clubhouse at **6400 Falconbridge Road, Chapel Hill, NC 27517** is available for rental by adult residents of Falconbridge for private events. Amenities include dinnerware for 80, refrigerator, microwave, dishwasher, a retractable divider in the middle, ADA compliant rest rooms and access to the upper terrace.

No smoking of any kind, including e-cigarettes, is allowed in the Clubhouse, on the Upper Terrace or in the fenced area of the pool.

Clubhouse Rental Fees

Non-Member Rate (other Falconbridge residents)	Recreational Facilities Member	Townhomes
\$80/hour*	\$50/hour*	\$0/hr
\$1000 security deposit (refundable) AND \$100 Cleaning Fee (nonrefundable)	\$500 security deposit (refundable) OR \$1000 for pool/alcohol event (refundable) AND \$100 Cleaning Fee (nonrefundable)	2 events/12 months free Other conditions may apply \$500 security deposit (refundable) OR \$1000 for pool/alcohol event (refundable) AND \$100 Cleaning Fee (nonrefundable)

The hours rented must include setup and cleanup of the Clubhouse.

A Clubhouse Rental Agreement must be completed and submitted with the rental fee, security deposit, cleaning fee and proof of Private Event Liability Insurance if applicable, and proof of insurance from any third party providers, such as caterers, entertainers, etc. Proof of insurance, if needed, must be provided to the Falconbridge HOA at least 14 days prior the event for review.

For Reservations and Inquiries:

Send an email to falconbridgeclubhouserental@gmail.com to check availability and/or reserve the Clubhouse. For more information about the Clubhouse please visit the Falconbridge HOA website at falconbridgehoa.org.

IMPORTANT! PLEASE NOTE:

- **RESERVATION DATES ARE CONFIRMED ONLY UPON RECEIPT OF APPLICATION AND ALL FEES.**
- **A FORMAL CONFIRMATION WILL BE SENT TO THE RENTAL APPLICANT AFTER RECEIPT OF APPLICATION AND FEES.**
- **FAILURE TO COMPLY WITH THIS AGREEMENT IN FULL RESULTS IN FORFEITURE OF RENTAL DEPOSIT.**
- **POOL RENTAL IS ONLY AVAILABLE TO RECREATIONAL FACILITIES MEMBERS WITH A FULL MEMBERSHIP (A LIMITED MEMEBRSHIP DOES NOT QUALIFY) AND AVAILABLE ONLY DURING NORMAL POOL HOURS.**
- **ALL rental events of 25 attendees will be reviewed with the FHA insurance carrier to determine if a liability policy must be purchased**
- **ALL rentals where alcohol is consumed or the pool is being used are required to purchase a liability policy, regardless of event size, no exceptions.**

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RENTAL RULES AND GUIDELINES

1. The clubhouse may be reserved **only** by a Falconbridge resident of at least 25 years of age, for the purpose of hosting an event.
2. The reserving Falconbridge resident must be present at all times during the event, set up, clean up, and is responsible for any damage and all liability rests with the rental host.
3. Email the Recreational Facilities Committee (RFC) at falconbridgeclubhouserental@gmail.com, for rental rates applicable to your type of function and membership.
4. One week's advance notice is required, but we suggest that you book your event as soon as possible to ensure that the facility will be available. No rental is confirmed prior to all paperwork, checks, insurance (if applicable)
5. policies are purchased and submitted and approved of said policy verified by HOA insurance carrier.
6. All contracts must be signed in the presence of a notary, including current notary seal.
7. **Make all checks payable to the Falconbridge HOA.** There will be a \$100.00 charge for all returned checks.
8. **A refundable security deposit is required, payable by a separate check to the Falconbridge HOA.** The deposit is refundable, **except** under any of the following circumstances:
 - a. If damage occurs, the deposit will be applied toward the cost of repairs with any remaining repair cost billed to the reserving Falconbridge resident.
 - b. In the event the clubhouse is not left in the condition it was in when rented, all or a portion of the deposit will be retained to cover the cost.
 - c. Failure to comply in full with this agreement.
9. Reservations will be firm only upon receipt of the rental agreement, rental fee, deposit and proof of Private Event Liability Insurance, if applicable.
10. **Private Event Liability Insurance:** If you rent the clubhouse/pool for parties, you **must** obtain Special Event Insurance in the following cases:
 - a. Alcohol will be consumed and/or
 - b. You wish to have your guests swim in the pool, pre-approved and with additional regulations.In applying for Special Event Liability Insurance for your rental, please make sure that your application includes the following and provide Falconbridge with proof of Insurance to confirm your reservation.
 - a. Name of covered person: Yourself AND Falconbridge Homeowners' Association
 - b. Event Location: Falconbridge Clubhouse & Pool
 - c. Minimum Amount of Liability Coverage: One Million Dollars (\$1,000,000)
11. **Private Event Liability Insurance for Events with 25+ guests**
 - a. All rental events of 25 attendees will be reviewed with the FHA insurance carrier to determine if a liability policy must be purchased. If deemed necessary, see details in #10 for additional information.
12. **Third Party Providers:** Third parties providing services who will be present during the event must hold liability insurance and must add Falconbridge Homeowners' Association as an insured party for the duration of the event. This policy must be approved in advance to confirm reservation.
13. **If alcohol will be consumed or served, you and your caterer must provide proof of Private Event Liability Insurance coverage, which includes liquor liability insurance. See # 10 above.**
14. No one under 21 years of age is allowed to consume alcoholic beverages on the premises, in accordance with N.C. State law.
15. **Refund Policy:** Cancellations made 7 days or more in advance of the event will be refunded. Cancellations made less than 7 days before the event will not be refunded.
16. The FHA Board of Directors has the authority to deny a rental for any reasonable cause, as defined by the Board and consistently applied. Reservation requests will be denied for townhome owners who are delinquent in payment of assessments or fines.

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17. The use of the upper terrace is included in your clubhouse reservation. This does not give the rental party sole use of the upper terrace. During pool season, pool members will always be allowed to use the terrace from foyer to gate.
18. **NO SMOKING, including e-cigarettes, is permitted in the clubhouse, on the upper terrace or in the fenced area of the pool.**
19. Contact falconbridgeclubhouserental@gmail.com *in advance* to make arrangements for any Clubhouse access codes required.
20. A maximum of eighty (80) people are allowed for any Clubhouse rental. This rule is in accordance with the local fire ordinances.
21. The clubhouse may not be used after midnight (12:00 AM) for any event. After 10:00 PM the Upper Terrace must be vacated. The event can continue indoors until midnight, on the condition that all doors and windows are closed and the music turned down and contained to appropriate levels within the building.
22. In compliance with the Durham County Noise Ordinance, all renters are required to play music in moderation so that it does not disturb area residents. If noise complaints are made or the Manager on Duty has requested that the volume be lowered, the FHA reserves the right to terminate the renter's contract without refund of fees or deposit.
23. Management has the right to be present or visit the Clubhouse during the rental to make sure all rules and guidelines are being followed. If during the visit Management finds any rule violations, the Manager will enforce such rules and/or end the function with loss of fee and deposit.
24. The clubhouse or pool may not be reserved on a sublease basis.
25. **Use of the clubhouse for personal, private or political fund-raising events requires prior approval from the FHA Board. This includes events that are for personal gain, profit or commercial use. If approval is received, all promotional materials or items distributed prior to or during the event must be submitted to the FHA Board at least 14 business days prior to distribution. The Board reserves the right to edit all materials. Any unauthorized promotions may result in cancellation of the event and loss of security deposit.**
26. Parking should be limited to the clubhouse parking lot. If additional parking is necessary, guests are to park on Falconbridge Road and Farmington Road. Guests are not to park on residential side streets.
27. During the winter the HEAT must be left ON and the thermostat lowered to 60 degrees after use. During the summer, the AIR CONDITIONING must be left ON and turned to 80 degrees after use. The ceiling fan must be on at all times and set to low speed.
28. Doors and windows must be closed whenever the heating or air conditioning is in use.
29. No pets are allowed in the clubhouse (with the exception of certified service animals).
30. ***Painter's tape or 3M Command strips may be used to apply decorations to walls and windows. No other type of tape, staples, nails, etc. are permitted. No confetti, glitter or silly string is permitted in the clubhouse.***
31. **The clubhouse must be left in the condition in which it was found, the cleaner will mop/vacuum etc, but chairs and tables need to be returned.** The renter is responsible for removing all trash, removing any and all tape from walls, returning furniture to original position, etc. See cleaning requirements checklist on page 5). Cleaning supplies and tools are provided for renter's use.
32. **FOR EMERGENCY 911 CALLS:** The clubhouse has a landline (919-402-0020) for EMERGENCY use only, to contact 911 and to assist 911 responders in locating the clubhouse (6400 Falconbridge Rd, Chapel Hill, NC 27517). The telephone is located in the kitchen area. In the event of an emergency, call 911 and follow the instructions on the sign posted next to the telephone.
33. If you have questions or need assistance during your rental, please call the **Manager on Duty at 919-391-9023**.
34. Wi-Fi: Secure Wi Fi internet access is available. The password is 9194020020

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Falconbridge HOA Policy on Delinquent Payments

An owner who is delinquent in payment of any assessment or fine may be denied many of the privileges of Falconbridge, including reserving or using the Clubhouse. The payment record will be checked when the completed reservation form and appropriate payments are received. Owners who are delinquent in payment may have their fees and application returned. If the FHA Board of Directors becomes aware that an owner has become delinquent after making a reservation, the event and the reservation may be cancelled and the fees returned to the owner.

Falconbridge HOA

Falconbridge Homeowners Association, Inc. shall not be liable for any damage or injury to the Renter or his/her guests howsoever caused, nor shall the Association be responsible for any accident to the renter or his/her guests. The Renter agrees that he/she will not hold the Association liable in any way, whether such accident occurs on the common ground, on any part of the recreational facilities, parking areas, or adjacent areas.

FHA Board of Directors has the authority to deny a rental for any reasonable cause, as defined by the Board and consistently applied. Reservation requests may be denied to townhome owners delinquent in payment of assessments or fines.

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CLUBHOUSE CLEANING CHECKLIST

PLEASE LEAVE THE CLUBHOUSE AS CLEAN AS YOU FOUND IT.

CLEANING PROCEDURES TO BE COMPLETED BEFORE LEAVING THE CLUBHOUSE

- Multi-purpose cleaning supplies and trash bags are provided for you and are located in the large closet near the kitchen area.
- If used, wipe down and clean kitchen sink, counter tops and microwave.
- Place any dirty Clubhouse dishes and utensils in the Dishwasher. Add a pre-measured packet of dishwasher detergent (in basked by sink) and run Dishwasher on “Regular” Cycle. **Wall switch to the right of the sink must be flipped up to the ON position to run the dishwasher.**
- Remove any items you brought from the refrigerator and make sure it is left clean.
- Wipe down and clean tables and chairs. Use Multi-Purpose spray cleanser or soap and water mixture provided with cleaning supplies in large closet.
- Return banquet tables, card tables, side tables and folding chairs to large closet.
- Return remaining furniture to original placement.
- Sweep any large debris on floor. Vacuuming will be done by cleaner.
- Clean bathrooms: Should be left as found.
- Check for any damage and report to the person (RFC or Board member) who is handling your rental.
- Remove all trash and recyclables from the clubhouse, the upper terrace and surrounding grounds. Large trash bags are located in the large closet. Failure to do so will delay or diminish your refund.
- Place all trash bags in Solid Waste and Recycle containers at parking side of building. **Your Deposit will NOT be refunded unless all trash is removed.**
- Make sure water has been turned off in both bathrooms and the kitchen. Turn off any outside spigots that may have been used.
- Remove all personal belongings.
- Return cleaning supplies to large closet near kitchen area.
- DO NOT TURN OFF HEAT/AIR CONDITIONING.
 - Turn thermostat in back room to 80 degrees (on A/C) in summer and 60 degrees (on heat) in winter.
 - Leave HVAC unit above the windows on front wall ON, set to 80 degrees (on A/C) in summer and 61 degrees (on heat) in winter. Remote control is located in the right hand drawer of the bar.
 - Ceiling fan must be left ON.
- Turn off light switches that are labeled to be turned off. Some switches are marked “Leave on,” these are on timers so leave them in the “On” position.
- Secure and lock all windows.
- Secure and lock all doors to the outside, including door from foyer to terrace. (Doors with keypads will self lock)
- After exiting through the front foyer door, confirm that it is locked by turning the handle down and trying to pull it open. If you have used the hex key to circumvent the lock, you must use the hex key to relock.
- If you have questions or need assistance, call 919-391-9023 to reach the RFC Manager on Duty.

**Falconbridge Homeowners Association (FHA)
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Rental Form**

Instructions: Please complete and sign all three sections of this form and the liability waiver. Return it with your two checks to: **Falconbridge HOA, 6400 Falconbridge Road, Chapel Hill, NC 27517**

SECTION 1: CLUBHOUSE RENTAL AGREEMENT

Name: _____

Address: _____

Primary Telephone #: _____

Email Address: _____

Date of Party: ____/____/____ Start Time: _____ End time: _____

What type of function are you hosting? _____

Number of people attending: _____

Will alcohol be served? Yes No **Regardless of answer, complete SECTION 2**

Rental includes use of the Pool: Yes No **Regardless of answer, complete SECTION 3**

Deposit Paid \$_____, Date ____/____/____ Check #: _____

Cleaning Fee Paid: \$100, Date ____/____/____ Check #: _____

Rental Fee Paid: \$_____, Date ____/____/____ Check #: _____

Checks must be made payable to **Falconbridge HOA**. Checks written otherwise must be rewritten.

I acknowledge have been given a copy of the Rules and Guidelines governing rental of the Clubhouse and (if applicable) rental and use of the Pool. I agree to abide by these rules.

Renter Signature

Date

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SECTION 2: HOST LIQUOR LIABILITY AGREEMENT

Option 1: IF ALCOHOL WILL BE SERVED DURING YOUR RENTAL, CHECK HERE AND COMPLETE BELOW:

I, _____, hereby agrees to accept the Host Liquor Liability responsibility and provide proof of **Private Event Liability Insurance coverage, which includes liquor liability insurance**, for any alcohol served by you or brought by your guests for the _____ (activity) held on _____ (date) between the hours of _____ and _____, and to hold the Falconbridge Homeowners Association or its representatives harmless.

Signature: _____ Date: _____

Option 2: IF ALCOHOL WILL **NOT** BE SERVED DURING YOUR RENTAL, CHECK HERE AND COMPLETE BELOW:

I, _____, am renting the Falconbridge Community Clubhouse on ____/____/____ (date) and understand that the serving of alcohol is NOT allowed under any circumstances.

Signature: _____ Date: _____

SECTION 3: USE OF POOL AGREEMENT

Option 1: IF POOL USE IS INCLUDED IN YOUR RENTAL, CHECK HERE AND COMPLETE BELOW:

Are you a Full Access Recreational Facilities Member? Yes No

**If you are not a Full Access Member, you may not rent the pool. The pool is only available for rental during normal hours.

Complete and sign the statement below:

I, _____, am renting the Falconbridge Community Clubhouse, including use of the pool on ____/____/____ (date). I understand that there will be no lifeguards, that my guests and I swim at our own risk and I have purchased Private Event Liability Insurance for this event. Insurance Certificate has been provided as proof of insurance. I AM A FULL ACCESS CLUB MEMBER.

Signature: _____ Date: _____

Option 2: IF POOL USE IS NOT INCLUDED IN YOUR RENTAL, CHECK HERE AND COMPLETE BELOW:

I, _____, am renting the Falconbridge Community Clubhouse on ____/____/____ (date) and understand that swimming is NOT allowed under any circumstances and no one is allowed on the lower terrace or in the pool. Guests are not permitted at any time beyond the fence that encloses the upper terrace adjacent to the Clubhouse.

Signature: _____ Date: _____

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FALCONBRIDGE HOA RECREATIONAL FACILITIES RENTAL WAIVER

EVENT DATE:

ADDRESS OF HOMEOWNER:

PRINTED NAME OF HOMEOWNERS:

I accept full responsibility for the health and safety of my rental participants and guests and release the Falconbridge HOA, Board of Directors, volunteers, and employees from all liability related to Covid, other illnesses, accidents, activities-related issues, or injuries. I waive and release and discharge the FHA, its agents, officers, volunteers, and employees from any and all claims, demands, costs, and liabilities.

I acknowledge have read the Rules and Guidelines governing rental of the Clubhouse and (if applicable) rental and use of the Pool and serving of alcohol as provided in pages 1-5 of this document and have provided accurate information in this rental agreement (pages 6-8). I agree to abide by these rules and will acquired the necessary insurance coverage as required based on the activities and rental agreement. Proof of insurance coverage by the renter and any third party providers will be submitted to the Falconbridge HOA 14 days prior to the rental. Failure to do so renders this contract null and void.

As a homeowner in Falconbridge, I accept my responsibilities associated with this event and release all others from responsibility for my household and all guests associated with the event.

BY SIGNING THIS RELEASE, YOU AGREE THAT YOU AND ALL MEMBERS OF YOUR EVENT ENTER AT YOUR OWN RISK.

Signature(s) of Homeowners:

(1) _____ DATE: _____

(2) _____ DATE: _____

NOTARY SIGNATURE _____

DATE: _____

