

**LOCHMERE HIGHLANDS CLUBHOUSE & POOL ADMITTANCE
RENTAL AGREEMENT**

Name: _____

Address: _____

Cell Phone #: _____ Work/Home Phone #: _____

Email Address: _____

Date of Rental: _____

Time of Function: (includes set up & clean up time): Start Time: _____ End Time: _____

Purpose of Rental: _____

Estimated Attendance: Over Age 21 _____ Under Age 21 _____

Is alcohol to be served: _____ (If yes, alcohol waiver must be signed and attached to this Agreement)

FEES AND RENTAL INFORMATION

- The Clubhouse rental fee and pool admittance is \$225.00. Residents can NOT rent the facility for a non-resident. Individuals renting must be 25 years old and in good standing.
- This agreement is for rental of the Highlands Clubhouse and permits entry to the pool area at Highlands.
- **Please note that admittance to the pool as part of the Clubhouse rental is not an exclusive-use rental. All homeowners may still use the pool facility. This simply allows your guests to use the pool as well.**
- The Rental Fee must be submitted along with the Reservation Form in the form of a check. Reservations are held only if a check has accompanied the Reservation Form and made payable to Lochmere Association.
- Rental time of the Clubhouse is from 12:00 Noon until 12:00 midnight the day of the function.
- The maximum capacity of the Clubhouse is 80 people based on fire code.
- **Pool access is only available from 4:00 PM until the pool closes at the regularly scheduled time.**
- Access to the pool is limited to no more than 25 non-residents. A list of names must be provided to the Main Office 48 hours prior to the rental date.
- The Association is not responsible for providing tables and chairs for your event. There are 70 padded folding chairs available as well as 4 rectangular tables and 3 round tables.
- Set-up and take-down is the responsibility of the renter.
- **A Security Deposit of \$150.00 is due at the time key to the facility is released.** The key is picked up at the Main Office at 502 Lochmere Drive two (2) days before the event and must be returned the next business day after the event. An exit checklist will be provided and must be signed by the renter when the key is picked up.
- The Security Deposit is non-refundable in the event of **key loss, failure to clean per checklist, damaging property, or hanging and affixing items to wall surfaces.** Clean-up instructions are located at the Highlands Clubhouse. **If you wish to have the property cleaned a \$100 fee can be added to your rental cost.**
- All decorations and personal belongings MUST be removed by 9:00 AM the day following the rental to allow for subsequent rentals. The Security Deposit will NOT be returned if personal belongings, food, or rental items remain.
- NO nails, picture hangers, command strips, or tape that will deface the walls are allowed. Throwing of rice or confetti is prohibited. **Failure to comply will result in the loss of the Security Deposit.** The Association limits the rental for personal events only. Under no circumstances does the Association permit any sales of any type to be conducted at the Clubhouse (This includes no sales, marketing, trunk sales, jewelry sales, clothing sales, etc.).
- All guests must towel dry off before entering the Clubhouse after swimming. Wet bathing suits are not allowed in the clubhouse. Please be considerate of the furnishing and property belonging to the Association.
- All lifeguard instructions and rules must be adhered to all times during pool usage.
- Absolutely no glass is allowed in the pool area. The security deposit will be forfeited if glass is brought in. Any pool closure due to glass being brought in will result in an additional \$2,500.00 charge to the renter's account.

ADDITIONAL TERMS AND CONDITIONS OF USE

In consideration for the use of the Facilities identified above, the undersigned Renter agrees to the following terms and conditions:

1. I, the undersigned Renter, am at least twenty-five (25) years of age, and I will be in attendance for the entirety of the event.
2. I understand that events involving individuals under the age of 21 must be chaperoned by adults over the age of 25. I agree there will be at least one chaperone over the age of 25 for every eight individuals under the age of 21 that are in attendance.
3. I agree and represent that the Facilities will be used for lawful purposes only and that if any conduct at the event I am sponsoring violates federal, state, or local laws or ordinances or violates the Association's Declarations, Bylaws, or Rules and Regulations, my rights to use the Facilities under this Agreement shall terminate and all security deposits and rental fees will be forfeited.
4. The Association shall have the right to inspect the Facilities at any time during my event and take possession of the Facilities and instruct my guests to leave, in the sole discretion of the Association.
5. I understand that it is my obligation to insure that the guests attending my event are made aware of the terms, conditions, rules and policies regarding use of the Facilities. I understand that it is my obligation to supervise my guests and to immediately take action should I observe any dangerous behavior or condition.
6. I understand that the Town of Cary has a noise ordinance which will be enforced. Bands and DJ's, and any associated equipment and amplification, are only permitted inside the Clubhouse building itself, and are not permitted on the deck or surrounding grounds. Noise levels cannot exceed 60 dB before 9:00PM and cannot exceed 50dB after 9:00PM.
7. I understand that the Association is not responsible for any injury or loss of property suffered by myself or any guest attending my event and utilizing the Facilities, including injuries or claims resulting from the ordinary negligence of the Association or its agents, managers, representatives, directors, officers, successors or assigns.
8. **In consideration of permission granted to utilize the Facilities for my event, I assume all responsibility, risks, liabilities and hazards incidental to the use of the Facilities (including, but not limited to, the serving of alcoholic beverages) and hereby release and forever discharge Lochmere Association, Inc. and its agents, managers, representatives, directors, officers, successors, assigns, and any and all other associated entities or individuals (collectively, "Released Parties") from any and all loss, claim, injury, demand, liability, damage, action, judgment, compensation, cost or expense of whatever nature, including, but not limited to, claims for property damage, personal injury, or death, whether or not any negligence or breach of duty by any of the Released Parties is alleged to have contributed thereto, in whole or in part, when such injury or damage shall result from, arise out of, or be attributable in any way to the use of the Facilities.**
9. **I further agree to indemnify and hold harmless Lochmere Association, Inc. and the Released Parties from any and all property damage, personal injury, death or other claim arising out of or in any way related to the use of the Facilities by myself, my family members, employees, agents, servants, guests or invitees, whether or not any negligence or breach of duty by any of the Released Parties is alleged to have contributed thereto, in whole or in part.**
10. I understand that this release and indemnification agreement is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect.
11. The Renter hereby agrees to assume all responsibility for insurance respecting the facilities during use under this Agreement and to assert no claim of coverage under any insurance policy of the ASSOCIATION during the period of such use. Any and all caterers which are hired by the USERS shall provide the association with a certificate of insurance not less than seven days prior to the rental date. The certificate of insurance shall be for an amount not less than \$1,000,000.
12. I have read the entirety of this Agreement, including the release and indemnification provisions above, and understand all of its terms and execute it voluntarily and with full knowledge of its significance.

RENTER

Signature: _____

Name: _____

Date: _____

ASSOCIATION

Approved By: _____

Date: _____