

# WINDSOR OAKS HOMEOWNERS ASSOCIATION OF MECKLENBURG, INC.

## Clubhouse Rental Policy and Procedures

### **PURPOSE:**

The purpose of this document is to ensure the fair and equitable use of the facilities for all residents of the community. The Windsor Oaks Clubhouse and Pool Committee (the "Committee") is responsible for enforcing the policies, procedures, and necessary forms for use of the facilities by residents for private events, and for regular use of the facilities.

### **POLICY:**

The clubhouse and pool is for the enjoyment of the residents of Windsor Oaks only and may not be used for business or commercial purposes. The clubhouse facilities (excluding exercise room, pool and library) may be rented for private events hosted by residents of the Windsor Oaks community. At all times the exercise room and library are available to Windsor Oaks residents, (including during events).

The residents must be current in their assessments before they may rent the clubhouse for a private event and must have appropriate homeowner's insurance.

The pool is always for use by the residents and cannot be rented. Those attending a private event in the clubhouse may not use the pool and pool area in conjunction with the event.

Reservations should be made at least two (2) weeks in advance. All forms are to be completed and money for both the rental fee and security deposit received by the management company at least one (1) week prior to the event to finalize a reservation.

**Note:** Rental documents must include a "Certificate of Liability Insurance" for the resident sponsoring the event. It is the responsibility of the proposed renter to contact their insurance agent and have a "Certificate of Liability Insurance" mailed directly from the agent to the management company. The "Certificate of Liability Insurance" must be dated within ten (10) days prior to the proposed rental date.

The Committee reserves the right to grant or deny rental of the clubhouse. It is the responsibility of the resident to provide forms in a timely manner as stated above. Failure to do so may result in termination of the reservation by the committee.

All clubhouse rentals are limited to the hours of 8:00 a.m. to 12:00 midnight, the day of the event. Maximum attendance is seventy-five (75) people. The resident is responsible for placing a sign on the front door of the clubhouse, notifying the community of the private event. The resident must be present for the duration of any event. The clubhouse is a non-smoking facility.

The resident is responsible for cleaning the clubhouse immediately after any event. Any decorations used during the event must be removed and any damages repaired by the resident.

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The double doors to the pool must be kept closed except for emergency purposes only and windows must not be opened.

RENTAL FEE and SECURITY DEPOSIT: Contact Management Company for current amounts.

## **Refund of Security Deposit:**

The security deposit is refundable upon confirmation by a Committee member that the facility is left clean and in good condition after the event. Costs incurred in cleaning or repairing the facility will be deducted from the deposit. The renter of the facility is responsible for any and all costs incurred in repairing any damage of the facility back to the condition found prior to the event. The deposit may also be forfeited for improper use of the clubhouse and/or pool or any violation of the rental policies.

## **PROCEDURES FOR RESERVING AND RENTING THE CLUBHOUSE:**

- 1) Contact the management company to schedule a reservation for the clubhouse. Forms and rules will be provided.
- 2) Complete the clubhouse rental forms and deliver them to the management company as instructed. Make checks payable to the ***Windsor Oaks Homeowners Association***.
- 3) Upon receiving the appropriate documents to make a reservation, (including proof of liability insurance), the management company will confirm the reservation.
- 4) While holding the event, place a sign on the front door indicating that a private event is in progress in the clubhouse.
- 5) After the event, clean the clubhouse and leave it in the same or better condition than you found it. Leave a completed copy of the cleanup checklist on the kitchen counter.
- 6) After the event: a) turn off the lights, fans, TV, and fireplace; b) adjust blinds according to check list; and, c) lock the outside clubhouse doors.
- 7) After the event a Committee member will inspect the facility within 24 hours. After a satisfactory inspection is completed, the security deposit will be returned. However, if the facility is not left in a satisfactory condition, it will be cleaned by a professional cleaning service and/or repairs will be done at the renter's expense (including any cost above and beyond the security deposit). Additional fee(s) may be levied if any breach of the rules and regulations or the policy and procedures has occurred. Further, the resident may be subject to denial of future rentals.

## **NOTES REGARDING THE "CERTIFICATE OF LIABILITY INSURANCE":**

The residents who are renting should contact their insurance agent and request a "Certificate of Liability Insurance". Most insurance companies will provide this on a standard form, for example the "Acord-25" form. **\*\*\*Note: If alcohol will be served at an event the renter must also get "Homeowner's Host Liquor Liability Insurance" from the renter's insurance company.**

The "Certificate of Liability Insurance" must be mailed directly from the insurance agency to the management company and must be dated within ten (10) days prior to the proposed rental event.

**A copy of your "Homeowner's Policy" WILL NOT BE ACCEPTED as proof of liability insurance.**

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The "Certificate of Liability Insurance" should identify the renter of the clubhouse as the "Insured", and the "Certificate Holder" as:

***Windsor Oaks Homeowner's Association of Mecklenburg, Inc.  
Re: Rental of Windsor Oaks Clubhouse  
8840 Grand Oak Drive  
Charlotte, NC 28277***

**The Rental package will include:**

- 1) Clubhouse Rental Policy and Procedures (Pages 35-37)
- 2) Clubhouse Rental Agreement (Pages 47-48)
- 3) Residents Rental Cleanup Checklist (Page 49)

**Residents must sign that they have read and have a copy of the Clubhouse & Pool Rules and Regulations**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_