



WENDELL FALLS AMENITY RENTAL AGREEMENT 2020

Renter's Contact Information

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone Number: _____ Cell or Work Number: _____

Email Address: _____

Rental Information

Date of Rental: _____ Time of Rental: _____

***Must include time for setup/cleanup. All rentals must be between the hours of 8AM – 11PM, unless discussed with management.**

of Guests: _____

Amenity (Circle All That Apply):
Raleigh Room
Lakeside Pavilion
Pool (Residents Only)

Event Description: _____

Renters whose rentals take place outside of Wendell Falls Community Association office hours (M-F 10AM-6PM) will be provided with an "Amenity Rental" access card to allow them into the Farmhouse for restroom use. The access card will provide access to both the Raleigh Room door and the Fitness Center door. At the end of the rental, the access card must be placed in the HOA drop box. If the renter fails to return the access card, they will be charged a \$30 card replacement fee.

Please note the Renter is responsible for having guests arrive and leave within the times stated above. If guests are present outside the time stated above, the Renter will automatically be billed additional charges.

Rental Agreement

Please note the Wendell Falls Community Association reserves the right to refuse rental to any individual or organization without explanation.

Thank you for your interest in renting one or more of the Wendell Falls Community Association amenities. If you have any questions prior to completing this application or before your rental date, please call 919.374.7282 or email us at: info@lifeatwendellfalls.com.

It is the responsibility of the Renter to read and understand all the Community Association's rules and policies and terms of this rental contract and those in effect at the time of your rental. Your signature on each selection acknowledges your acceptance of these obligations.

The Renter hereby agrees and shall Indemnify, defend and hold harmless the Association, Manager, agents, employees, officers, successors and assigns (collectively, the "Association's Indemnities"), harmless from all suits, losses, costs, damages, or expenses of any kind, including, but not limited to, the costs inclusive of legal fees, incurred in any investigation, defense, or settlement of claims which may be incurred or undertaken by any one or more of the Association's Indemnities, whether currently known or unknown and whether liquidated or contingent, which are in connection with the rental and use of the facilities pursuant to the terms and conditions of this Agreement. In the event that the Renter is made a party to any litigation, the Renter shall protect and hold harmless Wendell Falls Community Association from any and all liability that may result.

Any dispute hereunder shall be governed by and constructed in accordance with the laws of the State of North Carolina. The Association and the Renter hereby consent to venue in Wake County, North Carolina.

IN WITNESS WHEREOF, the parties hereto by signature within intending to be legally bound hereby executed this agreement as the date written within.

Renter's Signature: _____ Dated: _____

Rules and Guidelines

1. Renter must be of 21 years or older and remain on-site for full duration of rental. Any function for those under the age of 18 must have adult supervision, including the Renter at all times.
2. Renter is financially responsible for any and all damage that occurs while hosting an event on-site, including those which may exceed the deposit amount.
3. Arriving early for events, staying late, contracted work setup, i.e. caterers or DJ's must be included as a part of your rental usage time. Set-up and decorating are only allowed during rental period. Renter is liable to pay for any additional time used, which may be deducted from security deposit or billed as a payable due within 3 business days of the event.
4. The Renter must supply any additional tables or chairs or equipment needed for the event. All additional equipment must be removed immediately at completion of event or otherwise arranged and agreed to in writing by Management. The cleaning service is authorized to throw away any items remaining in or around the rented areas after rental period.

5. Bounce houses, inflatables and/or trampolines of any kind are **NOT** permitted.
6. Any placement or use of rental items beyond table/chairs/catering or DJ equipment must be pre-approved by Management and may incur additional fees and/or insurance.
7. Decorations that are distasteful as deemed by Management or cause damage to any part of the facilities may not be used; this includes the use of nails, push pins, tape and/or glue which may damage surfaces. Confetti, glitter, silly string and like substances are not permitted inside or outside. Renter is responsible for any clean-up and all damages to Association property.
8. Management has the right to be present or visit the facilities during the rental to make sure all the rules and policies are being followed. If during the visit management finds any rule violations, the manager on duty will enforce such rules and/or end the function with loss of rental fees and security deposit.
9. Furniture may be rearranged but must be in its original form and put back the way it was prior to the rental.
10. Surveillance devices may be used on the premises at any point prior to, during or after an event. It's understood that the video from the surveillance devices may be used as evidence for prosecution or damage assessment if necessary. Tampering with surveillance devices may be deemed a criminal offense and shall be subject to loss of deposit in addition to any expenses for cost of restoration.
11. Alcoholic beverages may be served (not sold) as long as the renter has not violated any applicable laws. It is the renter's responsibility to understand and abide by all of the alcoholic beverage laws of the state of North Carolina as well as all other governmental bodies and agencies. Renter is responsible for any and all fines should those laws be violated.
12. There is NO SMOKING or CLIMBING within or on any of the Association's amenities. Smokers need to move at least 25' away from all roofed or fenced structures including those outside.
13. Renters must provide all food, drinks, paper products and/or utensils. All items in the Raleigh Room kitchen are property of the Wendell Falls Community Association.
14. In compliance with the Town of Wendell Noise Ordinance, all rentals are required to play any music in moderation so that it does not disturb area residents. If noise complaints are made or staff has had to repeatedly request that the volume be lowered, Management reserves the right to terminate the Renter's contract without refund of fees or deposit. It is the Renter's responsibility to make any contracted workers aware of this town policy and understand that the Police department has the authority to terminate the event should said event become too loud or unruly.
15. Renter and guests will use the Farmhouse and Amenities at "your own risk". Renter agrees to hold harmless Wendell Falls Community Association, its members, First Service Residential, NASH-Wendell Falls LLC, and other affiliated companies.
16. Wendell Falls Community Association will not be responsible for any acts of God including but not limited to extreme temperatures, winds, hurricanes, power failures, flooding or fire.
17. Management reserves the right to require at the Renter's expense an off-duty Officer Deputy to be present at any event during the entire party if deemed necessary by the nature of the event.

18. Attendance may never exceed the legal capacity of the facility, nor may it exceed the number specified in this contract. The occupancy for the Raleigh Room is 48. If Renter exceeds these numbers, Renter forfeits the deposit and jeopardizes future rights to use the Farmhouse amenities.
19. Pool Rentals: The pool area is a common facility for all the members of the Wendell Falls Community Association. Renter and Renter's guests agree to refrain from any activity that would violate pool rules and policies. **Glass is prohibited inside the fenced pool deck.**
20. Pool Rentals: Renters and guests will use the pool at their own risk even when hired or non-hired Lifeguards are on-duty.

Renter's Signature: _____ Dated: _____

Weather Policy (Pool Rentals)

Following the Red Cross weather policy, lifeguards are responsible for clearing the pool for thunder or lightning. For thunder, all individuals must remain out of the water for 30 minutes. In the case of lightning, all individuals must remain out of the water for 30 minutes *AND* clear the pool deck.

If there is inclement weather prior to the start of the rental, the Renter may cancel the rental for a full refund or reschedule for another available day.

If the pool has to close for weather during the rental and the rental has not exceeded 2 hours, you will get a partial refund.

Wendell Falls Community Association, Inc. is not liable for pool closures due to fecal contamination.

If the duration of your rental has exceeded 2 hours you will not be refunded any fees and your event will be considered completed.

*Lifeguard(s) hired and paid for by Renter for the event must be canceled at least 7 days prior to the event for a full refund. This includes the Renter electing to cancel the event due to inclement weather.

Renter's Signature (If Applicable): _____ Dated: _____

Weather Policy (Rentals for Wedding Ceremonies/Receptions)

Renters using the Lakeside Pavilion for wedding ceremonies and/or wedding receptions must also rent the Raleigh Room as a back-up in the event of inclement weather. Renters will be required to pay the rental fee for both the Lakeside Pavilion and the Raleigh Room. This requirement limits the number of guests for the event to 48, which is the maximum capacity of the Raleigh Room.

Renter's Signature (If Applicable): _____ Dated: _____

Pre-Rental & Post-Rental Procedures

Upon arrival, the Renter will walk through the amenity with Management. For weekday rentals taking place outside of Wendell Falls Community Association office hours, the Renter will be required to meet with Management during office hours the day of the event. For rentals on weekends or holidays, the Renter will be required to meet with Management during office hours on the last business day before the rental date. Both parties will sign a Rental Condition Agreement after the walk through.

If Renter fails to complete walk through with Management, they will forfeit their security deposit. The Renter whose name is on the agreement is responsible for pre-rental procedures.

Renter's Signature: _____ Dated: _____

Parking & Towing Policy

With multiple areas available for rent, parking may be limited during rental period and is not guaranteed. It is strongly encouraged that Renter and their guests park in a manner not to inhibit usual Farmhouse parking patrons and visitors. Renter will be required to have a parking attendant if party max is over 50 guests.

- There is no parking in front of residences, model homes, or any grassy areas within the community, unless authorized by Management beforehand.
- There is no parking on Wendell Falls Parkway.
- Wendell Falls does not allow parking on any of its interior streets (public roads or private alleys) with the exception of spaces that are designated for parking.
- There is no parking in the front section of the parking lot, as it is reserved for café/developer sales center guests.

Any Vehicle(s) found in violation of these and/or posted parking rules, including blocking ingress/egress, parking on the grass, blocking the frontage of a residence/model, blocking another's exit or parking in assigned/reserved spaces; are subject to immediate towing without further notice.

Renter's Signature: _____ Dated: _____

Reservation Policy, Rental Payment and Security Deposits

In order to preserve the facility a refundable deposit of 50% of the total facility rental is due upon completion and signing of this contract. Payment can be accepted in the form of check or money order. The rental date is not secured until the deposit and signed rental contract is received by Management. The deposit will be held and processed if one or more of the following things occur:

- Unscheduled cleaning or repair is required after rental period.
- Renter fails to follow the check-in & check-out procedures.

- Renter occupancy exceeds the times specified for the event.
- If the Renter sets off a false 911 call, non-emergency fire alarm, or any other action causing the evacuation or the need of emergency personnel or management to arrive for an unneeded cause prior to, during or after an event.
- If the Renter is not present at event at all times, NO EXCEPTIONS.
- If the Renter and/or guests on the property during the event are found using additional areas of the facility, such as the pool, that are not specified on the contract additional usage fees will be billed.

A separate check for the full amount of facility fees is due no later than 14 days before the event.

Renter may cancel no later than 7 days prior to the event and the full rental payment will be refunded. After 7 days the full amount is due and Renter will not be reimbursed for cancellation.

If the cancellation is due to inclement weather, the total amount may be applied to the facility rentals for the rescheduling of event.

All rentals are subject to staffing and cleaning service availability.

If a complication arises, Management has the right to cancel and/or request a change of the rental date.

Please make all checks payable to Wendell Falls Community Association or “WFCA”.

\$25.00 fee is added for any returned checks.

As requested by Renter, the security deposit will be returned by mail or picked up during office hours. Another option is for it to be destroyed by the Community Manager the first business day following the event.

A check in the amount of 50% of the rental fee with a minimum of \$200 will be held as a security deposit and returned after the event provided the facilities are in the same condition as before the event.

If anything is not completed on the check-out list, damage or additional services required, the security deposit will not be returned and instead deposited to cover necessary fees related to additional clean-up, damages and/or additional fees which will be charged if event has run later than the scheduled time noted in the agreement and/or as necessary for unscheduled staffing. Surplus from the security deposit after all payments are settled will be refunded within 21 days.

Please note that two checks will be collected at the time of reservation: 1) The rental fee, which will be deposited (a minimum of 50% is required at time of reservation); 2) The Security Deposit (equal to 50% of the rental cost with a minimum of \$200) which will not be deposited unless required for additional fees and/or damages defined after the event.

Failure to pay the balance of your rental fee by the due date 14 days in advance of the event, will result in the forfeiture of the rental deposit, equal to 50% of the total rental fee and cancellation of reservation without further notice.

Renter’s Signature: _____ Dated: _____

Acknowledgement of Contract

I, hereby acknowledge that all information provided on the contract is true and correct. Misrepresentation or erroneous information on the contract constitutes grounds for denial of this and future applications for the use of Wendell Falls Community Association.

I have read and understand the rules, terms; conditions made available to me, on the website at lifeatwendellfalls.com, written in the contract and are of sound mind to legally engage in this agreement for myself and/or on behalf of the entity for whom I am contracting use of the facility. I/we will abide by the rules and further understand all or portions of the deposit will be kept by Wendell Falls Community Association, Inc. to cover any additional fees, damages, missing items, or violation of the rules, terms and conditions set forth in this agreement. I/we also understand that as the responsible party, I/we are responsible for the actions of all the attendees and/or outside contractors present at the event. I/we understand that Renter/responsible party must be at least 21 years of age, and have provided a copy of a government-issued ID to Wendell Falls Community Association in conjunction with this agreement.

Renter's Signature: _____ Dated: _____

Management's Signature: _____ Dated: _____

Renter's Notes:
