



1013 New Camp Creek Church Rd

Kings Mountain, NC 28086

(704 487-9277

WE ARE A TREE NUT, PEANUT, SEED FREE FACILITY

Please do not bring nut products on premises.

Club House Rental Agreement

This Agreement (“Agreement”) made this _____ day of , _____ 20_____, is by and between George Hays (“Proprietor”) of Club Woodbridge LLC (“Swim, Racquet and Social Club”), whose business address is, 1013 New Camp Creek Church Road Kings Mountain, North Carolina, 28086 and

_____ (“Renter”),
collectively referred to as the “Parties”.

This Agreement regards to use of the property provided by the Club Woodbridge LLC (“Swim, Racquet and Social Club”), at the address above, which is being used as an “event venue only” and does not include services, equipment, or items needed to plan, coordinate, set-up, perform/conduct, or tear-down after the event unless otherwise stated and agreed upon .

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Property Rental.**

Proprietor hereby grants to Renter a limited and revocable license (the “License”) to use the property (club house only) located at 1013 New Camp Creek Church Road Kings Mountain, North Carolina, 28086 (“Property”). The License permits Renter to use the Property only on the Event Date(s), during the hours specified below and any attachments required, and only for the purposes set forth in this Agreement.

2. **Committing to an Event Date.**

The Renter's desired event date will be held when this Agreement is approved by the Proprietor. A tentative date will be held by the Proprietor upon completion of the Agreement by the Renter and submitting of a Rental Deposit. The Proprietor's approval shall include determination of a Planner/Coordinator for the event if warranted, and all decorating and vendors.

Initial: _____

3. **Event Date(s)**

The Event shall be held on the date(s) ("Event Date") listed below. The Event Date(s) shall include 30 minute set-up and clean-up prior to, and at close of event. Renter shall not have access to the Property at any time other than during the Event Date(s); unless Renter receives prior permission from Proprietor (*additional fees may be required*).

The time of day the property is available under the terms of this agreement are limited to the specified date and time as specified below only.

Start: _____ AM/PM

Finish: _____ AM/ PM

for set-up /clean-up unless the Proprietor grants revised times.

Initial: _____

4. **Fees.**

Renter shall pay to Proprietor total fees including a "Total Rental Fee" and "Damage/Cleaning Deposit Fee" for the use of the Property as listed below. Included in the Total Rental Fee shall be a deposit ("Rental Deposit") that must be paid to Proprietor upon the execution of this Agreement. The Proprietor shall have no obligations under this Agreement until the Total Rental Fee is paid in full. The Final Rental Payment and "Damage/Cleaning Deposit Fee" shall be due in full 30 days prior to the event on the date listed above ("Actual Due Date"). If Renter fails to pay the Final Rental Payment and "Damage/Cleaning Deposit Fee" by the Actual Due Date, Proprietor shall have the right to revoke the License and to keep the full amount of the Rental Deposit as a non-refundable deposit. The amount of the "Damage/Cleaning Deposit Fee" to be refunded dependent upon the Condition of the Premises after clean-up is completed, and property accessed of physical damage. The refund will be submitted to the Renter within 14 days after the event. The total fee includes a base rental fee of \$500.00 Friday-Sunday for minimum of three (3) hours usage, \$400.00 for minimum three (3) hours usage Monday-Thursday. The rental deposit (\$250.00) is based on the base rental fee only. All setup/breakdown/cleaning will be required 30 minutes prior to/ 30 minutes post event finish time.

Hourly rentals are available at \$175.00 per hour, when renting by the hour, the deposit will be 50% of total rental fee, and due at time of signing, all fees must be paid in full 30 days prior to event.

"Damage/Cleaning Deposit Fee" (\$250.00) will be increased when alcohol is being served and when more than 20 attendees are expected. This will be determined by Proprietor at time of signing.

ALL CHARGES ARE SUBJECT TO Local and state sales tax, along with a \$35.00 event tax.

Overage fee: Renter/s will incur additional fees if all attendees, renters, vendors are not out on the time set forth in the above time and dates. All goods must be removed at time of departure or a rental fee, A fee of \$175.00 per 24 hours will be put into effect for any property left behind by vendors or Renter. If after 7 days property is not claimed or has fees paid in full property will be

retained and will become property of Club Woodbridge and will be forfeited as such. In the event additional time is required and Renter has not vacated premises a fee of \$75.00 per 30 minutes over the allotted event time will be applied. Renter will be required to pay additional overage fee prior to departure on the day of the event.

Initial: _____

5. **Cancellations.**

Cancellations must be received in writing, twenty-one (21) or more days before the Event Date, Proprietor shall refund to Renter the Rental Fee and the Cleaning/Damage Deposit Fee minus the Rental Deposit, which shall be retained as a non-refundable deposit.

If Renter cancels the reservation for the Event within twenty (20) days of the Event, Proprietor shall retain the Total Rental Fee, including the Rental Deposit as a non-refundable deposit, although the Cleaning/Damage Deposit will be returned. Phone/text email messages do not constitute legal binding notice, nor can they be accepted for any cancellation.

Initial: _____

6. **Preferred Event Vendors and Planner/Coordinator.**

Club Woodbridge requires the use of our onsite event coordinator, when any decorations, lights, materials/textile, streamers are to be hung or used interiorly or exteriorly. Prior authorization is required prior to the use of any decorations by event coordinator. Lit candles are discouraged. Only UE certified lighting is permitted. Kitchen access is granted for basic needs only. Use of hard goods, flatware, stone or stemware will incur additional fees. Event planning and coordination will require additional fees and be determined at time of signing.

Initial: _____

7. **Condition of the Premises and Determination of Damages.**

Renter shall leave the Property in the same condition as when Renter entered. Renter shall be responsible for any damage caused to the Property, as determined by Proprietor. Damage includes, but is not limited to, physical damage to the property and insufficient cleaning, soiled seating, stains in carpet, damage to walls, ceiling, pool table damage, broken cue sticks, foosball table, any and all interior and exterior damages by guests to any physical property.

Renter will be liable for any missing property belonging to Club Woodbridge. If damages or property damage exceeds the Cleaning/damage deposit Renter will compensate Proprietor within 7 business days of notification of assessed damages, forfeiting entire Cleaning/Damage deposit to Proprietor in addition to additional fees incurred.

Initial: _____

8. **Permitted Use.**

The Event may not be open to the general public and may only include invited guests & attendees. The Renter shall be responsible for monitoring and controlling uninvited and unwanted guests. A Club Woodbridge staff representative will be on sight for assistance and monitoring at Proprietor's discretion.

Initial: _____

9. **Venue Rules.**

Renter is hereby responsible for enforcing rules and regulations associated with the property rules and regulations attached to this agreement, local and state policies as governed by the state of NC. Renter will be responsible for all attendee's behavior and conduct and will promptly remove anyone caught in violation. (Attachment A Regulations)

Initial: _____

10. **Alcohol Service.**

Alcohol service is defined as the period of controlled serving of alcohol from the time event guests arrive to the time the guests leave. Service of alcoholic beverages is limited to attendees over the legal drinking age of 21. Renter agrees to comply with all applicable local, state and federal ordinances, statutes, laws, and regulations. Club Woodbridge forbids the service of alcohol to minors and waives responsibility of anyone serving alcohol to minors during private events. The sobriety of all guests is the responsibility of the Renter.

Initial: _____

11. **Special Event Liability Insurance.**

The Renter must provide a Certificate of Insurance to proprietor for event liability coverage. Your coverage is based on the needs of the party/event and should be set for a minimum of \$25,000.00.

(For attendance of more than 20 attendees, where alcohol is being served, a minimum of \$500,000.00 General Liability coverage is required for the event.) This Certificate should include liability for all activity and services on the property related to the event such as liquor, food, music, and equipment provided for the dates of the event. Club Woodbridge LLC 1013 New Camp Creek Church Road, Kings Mountain, NC 28086, is to be listed as the insured. The Certificate of Insurance with coverage as defined herein must be provided to proprietor 30 days prior to the event date. Insurance coverage should be listed by the provider under "Certificate Holder" as follows Club Woodbridge LLC 1013 New Camp Creek Church Road, Kings Mountain, NC 28086 directors, employees, members, agents and assigns as additional insured. This insurance is primary and non-contributory over any other insurance that may be available to an Indemnified Party and contains a waiver of subrogation in favor of certificate holder. Any damages inflicted or personal harm to attendees will be governed and restitution will be made through said insurance, releasing Club Woodbridge proprietor, and staff members of financial compensation. *Insurance claims will be filled within 72 hours of event completion if damage/personal injury occurrence.*

Initial: _____

12. **Vendor Insurance.**

All vendors must provide evidence of liability insurance to the proprietor showing the amount of general liability, dates of coverage, agent contact name/telephone/email, and company name and web site at least 30 days prior to the event. Any vendor without adequate liability coverage approved by the proprietor will not be allowed on the property without the approval of the proprietor. Any damages inflicted by equipment set-up or break down will be the responsibility of

vendor. Restitution must be made within 24 hours paid in full or insurance claim with incurred damages will be filled within 72 hours of event or appraisal.

Initial: _____

13. Indemnification.

Renter hereby indemnifies and holds harmless proprietor, their employees, agents, heirs, successors and assigns from any and all damages, actions, suits, claims, or other costs (including reasonable attorney fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the Property, including any acts or omissions on the part of Renter, independent contractors, guests, invitees, or other agents. Renter shall immediately notify proprietor of any damage or injury of which they have knowledge on or near the Property, regardless of the cause of such damage or injury.

Initial: _____

14. Compliance with Laws.

Renter shall not use the Property in any manner that would violate any local, state or federal laws or regulations.

Any Drug usage, distribution or intent associated with is forbidden by law. If Renter or attendees are found to have illegal drugs (using/possession) event will be terminated and no refund will be granted. Thus forfeiting all monies paid to Club Woodbridge.

Serving of alcoholic beverages to under age persons is forbidden by law, If Renter or attendees are found to have dispensed/served alcohol to under age persons event will be terminated and no refund will be granted. Thus forfeiting all monies paid to Club Woodbridge.

Initial: _____

15. Revocation.

Proprietor shall have the right to revoke the License at any time prior to the Event Date, provided it gives Renter prior written notice of revocation. In the event that Manager revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, Manager shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.

Initial: _____

16. Governing Law.

This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of North Carolina, without regard to conflicts of law principles.

Initial: _____

17. Severability.

If any part of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

Initial: _____

18. Notice.

Any notice required or otherwise given pursuant to this agreement shall be in writing and between the Renter and proprietor. Phone/text/email messages do not constitute legal bind able notice, nor can they be accepted will they be accepted.

Initial: _____

19. Attorney Fees.

If any legal action is commenced or maintained in court, whether in law or in equity, by any part to this Agreement as to the interpretation, enforcement, construction or the determination of the rights and duties of the parties to this document or any document provided herein, the prevailing party in any such action shall be awarded its reasonable attorneys' fees together with all reasonable costs and expenses incurred in such action.

Initial: _____

20. Entire Agreement.

This Agreement constitutes the entire agreement between Renter and Proprietor, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

1st Renter: _____ (Print)

Renter: _____ Date: _____ (Sign)

2nd Renter: _____ (Print)

Renter: _____ Date: _____ (Sign)

1st Renter Name: _____ DOB: _____

Spouse/Partner: _____ DOB: _____

Address: _____

City _____ State: _____ Zip: _____

1st Renter Employer: _____ Work Phone: _____

Email: _____ Cell Phone: _____

2nd Renter Name: _____ DOB: _____

Spouse/Partner: _____ DOB: _____

Address: _____

City _____ State: _____ Zip: _____

2nd Renter Employer: _____ Work Phone: _____

Email: _____ Cell Phone: _____

How did you hear about us: _____

Club Member ID: _____ (Staff only) _____

Non-Club Member: _____ (Staff only) _____

Attach Black & White copy of Drivers License of all Renters.

Proprietor or Reperesentative: _____

(Title –Signature & Date)

- Money Received: _____
- Deposit Base fee: _____
- Cleaning/Damage Deposit Fee: _____

Additional Time: _____

Other Fees: _____

*Additional services will be added in separate Addendum at time of Signing and negotiation.