

Turtle Rock Owners' Association - Clubhouse Reservation Form

The Turtle Rock Clubhouse (the "Clubhouse") located at 5123 Timbertop Lane is an amenity for private, non-commercial use by Turtle Rock Residents. The reservation process is managed by the Board of Directors, or appointee, for the Turtle Rock Owners Association ("Turtle Rock" or the "Association"). The Turtle Rock Resident requesting rental of the Clubhouse under the terms specified below (the "Lessee").

INSTRUCTIONS:

1. To make reservations:
 - a. Visit www.turtlerockhoa.org, click Community Documents, and instructions and forms are located under TROA CLUBHOUSE RESERVATION AGREEMENT.
 - b. Check the Calendar Page to check availability (If the date you desire is not listed, then it is available).
 - c. Email turtlerockboard@gmail.com with the date and time you'd like to tentatively reserve the clubhouse.
 - d. You will receive an email informing you if your requested date and time are available. **Please note your reservation will not be confirmed until we receive your rental agreement form and the correct rental fee.**
 - e. Fill out this application, save it, and print the Clubhouse Reservation Form in its entirety:
 - i. Mail to William Douglas Management with the fee to Turtle Rock Owners' Association c/o William Douglas Management Company, 4523 Park Rd, Suite 201A, Charlotte, NC 28209.
 - ii. OR hand deliver with the fee to William Douglas Management, 4523 Park Rd, Suite 201A, Charlotte, NC 28209.
 - f. Payment options: personal check, money order, or cashier's check – no cash.
 - g. Once your application and fees are received you will be contacted within 48 hours of your rental date to schedule a walkthrough.
2. If personal checks have insufficient funds, the owner's association account will be assessed the cost of the insufficient funds and associated bank fees.
3. Reservations are made on a first-come, first serve basis to residents whose association dues are current and do not have outstanding assessments due. The property is not in foreclosure and has no unpaid fines assessed to their account at the time of the submission of this application.
4. During the pool season your rental of the clubhouse allows the use of the pool. **The pool is still open for use to other residents while the clubhouse is reserved by you. Guests must follow the established pool rules.**
5. **Party setup/decorating is allowed only on the day and time requested on the reservation application. Prior access to the clubhouse will not be allowed without paying for the additional rental time.**

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6. If you are a renter/tenant and do not own the property in Turtle Rock, you **MUST** get written permission from the property owner to use the clubhouse. **Submit written permission with this application. Applications without approval from the property owner will be denied.**
7. Written permission must be on the property owner's letterhead from the property owners and is addressed to the Turtle Rock Owners' Association.
8. The written permission must include the following:
 - a. The property owner's name and contact information (address, phone, and email address).
 - b. The following statement:
 - i. I, (property owner name) give permission to (renter name) to use the common amenities designated by the Turtle Rock Owners' Association. I acknowledge that for any damages to the clubhouse, pool, playground, and/or common property adjacent to the clubhouse/pool during the time of rental, the property owner's account will be assessed the cost of the damages.
 - c. The letter must be dated and signed by the property owner.
9. Turtle Rock Owners' Association, Turtle Rock Board of Directors, William Douglas Management Company, or their assignees is not responsible, obligated, or willing to communicate, negotiate, or collect damages assessed between the property owner and the renters/tenants the property owner gives permission to use the amenities.

If you have questions, please contact William Douglas Management Company at (704) 347-8900.

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HOMEOWNER AND EVENT INFORMATION

Lessee Name:	_____	Event Type:	_____
Turtle Rock Address:	_____	Event Date:	_____
Home or Cell Phone:	_____	Event Time:	_____
Email:	_____	# of Guests:	_____

Will Alcohol be served?

If yes, this agreement must be included in the Statement and Acknowledgement of Alcohol Serviced to Guests Policy

PAYMENT/FEES

The Rental Fee must be submitted with this application **via** personal check, money order, or cashier's check – no cash. The Rental Fee will be deposited immediately to secure the facility. A Restoration Fee will be assessed to the property owner's account for damages incurred during the time you take possession of clubhouse keys until a thorough inspection is conducted.

The Association reserves the right to modify pricing at any time it deems necessary to cover the cost of maintaining this amenity. ***Check the appropriate hours that equal the number of hours you wish to reserve the clubhouse.***

Rental Fees:	
4-hour Minimum	\$125.00
Each additional hour	\$25.00
TOTAL HOURS	
TOTAL FEE	

Payment options once your reservation is confirmed:

- Mail:** Send your payment to **Turtle Rock Owners' Associations c/o William Douglas Management, 4523 Park Rd, Suite 201A, Charlotte, NC 28209**. Make check, money order, or cashier's check payable to Turtle Rock Owners' Association.
- In-Person:** William Douglas Management Company, 4523 Park Road, Suite 201A, Charlotte, NC 28209. Office hours: Monday – Friday 8:30 am – 5:00 pm.

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CLUBHOUSE RENTAL HOURS

1. The Clubhouse is available for residents' use between the hours of 9:00 am and 12:00 am.
2. **Reservation time must include set up and clean up time.** Total rental time cannot exceed eight (8) hours without prior written approval from the Board of Directors.
3. Pool use is confined to the open and closed hours of the pool. Guests are not permitted to use the pool outside of pool hours.

RESTORATION FEE POLICY

A Restoration Fee will be assessed to the property owner's account if the following conditions are **not** met:

1. The keys are not returned to the HOA Representative promptly after the event.
2. No incidents were reported by Charlotte Mecklenburg Police Department.
3. No nuisance complaints were reported to Charlotte Mecklenburg Police Department or to Hawthorne Management Company concerning the event.

DAMAGES POLICY

1. In the event damages to the clubhouse, pool area, parking lot, or playground during your rental the cost to repair or replace damages will be assessed to the property owner per *Section 9.6 Specific Assessments of the Declaration of Covenants, Conditions, and Restrictions* for Turtle Rock.

THIS SECTION INTENTIONALLY
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RENTAL AGREEMENT

I, the **UNDERSIGNED**, understand and agree to the following:

1. I accept full responsibility for all damage and any disturbance during my event, defined for this purpose as the time I pick up the key for the event until it is returned to the Association Representative. _____
Initial here
2. I will be present during the entire period of my event and will be responsible for the conduct of my guests. _____
Initial here
3. The number of guests is limited to a maximum of 75. If capacity is exceeded, I understand I may be subject to local laws and regulations. _____
Initial here
4. I am at least 21 years of age and understand that any events for persons under 21 must be chaperoned by a family member 21 years of age and older. _____
Initial here
5. Permanent furniture (Sofas, coffee table, entertainment unit, dining table, etc.) may not be rearranged or moved. _____
Initial here
6. If affixing decorations, (banners, balloons, etc.) it must not create any damage to the walls, ceiling, or furniture. All decorations must float or be used as a centerpiece on tables. _____
Initial here
7. The event reservation times include any preparation before and clean up after the event. The Clubhouse premises must be vacated by 12:00 am. _____
Initial here
8. You must have a copy of this rental agreement with you during your use _____
Initial here
9. Rental of the Clubhouse does not include use of the pool after dark. (8:30 pm) _____
Initial here
10. Smoking is NOT allowed inside the Clubhouse, kitchen, or bathrooms. _____
Initial here
11. Pets are NOT permitted inside the Clubhouse. Only service animals. _____
Initial here
12. All directional signage, balloons, or other materials placed on the grounds or at the entrance will be removed at the end of the rental time. _____
Initial here
13. If more chairs or tables than what is available at the Clubhouse are needed, the Lessee must bring them. It will not be provided by the Association. _____
Initial here
14. Party setup must occur on the day of rental. Prior access to the clubhouse will not be allowed without paying for the additional rental time. The Association will not be responsible for decorations, materials, or items left unattended. _____
Initial here
15. I will notify the Association Representative of any area not cleaned upon arrival for the setup of the event. _____
Initial here

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16. I will clean or arrange for the cleaning of the Clubhouse immediately after my event but prior to the end of my rental agreement. _____
Initial here

17. Guests must park only in designated lined spaces. Guests must not park in the grass, walkways, or near fire hydrants. Guests that park on the street must not block driveways. The Association is not responsible or liable for vehicles towed that are parked on the street. _____
Initial here

18. I will be responsible and considerate of other homeowners, especially ones in close proximity to the Clubhouse area with regard to music and noise. In the event of a complaint, I agree to diminish and/or discontinue music/noise for the duration of my event. _____
Initial here

19. If any alcoholic beverage is served, the following condition applies: 1) The alcohol may only be served and not sold by the drink or by the bottle. Alcoholic beverages must be kept inside the clubhouse. Alcoholic beverages consumed or taken in the pool area, playground, parking lot, or any premises of 5123 Timbertop Lane will be an automatic loss of the restoration fee in addition to possible additional fines. _____
Initial here

20. Homeowner(s) acknowledges that his/her use of the Clubhouse is purely for the pleasure of the Homeowner and guests and may not be used for commercial purposes. Charity or civic events must have the permission of the Association's Board of Directors. In addition, if permission is granted, a Homeowner must be in attendance. _____
Initial here

21. I agree to return the Clubhouse key within 24 hours after the event, but no later than the next business day immediately following my event. **I understand that I am fully responsible for the Clubhouse until the key is returned to an Association Representative.** _____
Initial here

22. **Violations of any of this agreement could be grounds for a Restoration Fee and/or forfeiture of the right to reserve the clubhouse in the future.** _____
Initial here

Any and all exceptions to this agreement must be approved in writing by the Turtle Rock Owners' Association Board of Directors and filed with William Douglas Management. **No verbal exceptions will be honored.** **Please read thoroughly before signing.**

Lessee Signature and Date

Association Representative Signature and Date

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Cleaning Checklist for Lessee

This checklist is provided to help the Lessee remember cleaning items. Completion of this list will NOT automatically guarantee the return of the Restoration Fee.

- Walls/Ceiling free of damage (ex. Tape, holes, markings, etc.).
 - Carpet vacuumed and free of any spill or stain, including under the furniture.
 - Furniture clean and free of any spill or stain.
 - Blinds closed and no spills or damage.
 - Artwork/Accessories in original place. Not damaged.
 - Clubhouse doors locked.
 - Facility free of trash, bathrooms included.
 - Floors swept and any spills mopped up.
 - Kitchen counters wiped, free of any dirt or spills.
 - Refrigerator wiped out.
 - Doors/Windows free of any fingerprints.
 - Bathrooms clean and locked.
 - Kitchen door locked.
 - All lights off inside.
 - Parking lot free of trash.
 - Reset Clubhouse temperature to 65 degrees during Winter and 76 degrees during Summer
- There _____ chairs and _____ tables returned to the storage room undamaged and clean.

Notes:

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Statement and Acknowledgement of Alcohol Served to Guest

1. If any alcoholic beverages are served, the following condition applies:
 - a. Alcohol must not be served to persons under the age of 21.
 - b. The alcohol may only be served and not sold by the drink or by the bottle.
 - c. Alcoholic beverages must be kept inside the clubhouse. Alcoholic beverages consumed or taken in the pool area, playground, parking lot, or any premises of 5123 Timbertop Lane will automatically lose the restoration fee and possibly additional fines.
 - d. Lessee is responsible for the behavior of their guests and will take full responsibility for their guests. If the police are dispatched to the party, the party will immediately be terminated, resulting in a possible assessment of an additional fee and future loss of clubhouse rental.

I _____ acknowledge and will adhere to the Alcohol Served to Guest policy. **No verbal exceptions will be honored.** **Please read thoroughly before signing.**

Lessee Signature and Date

Association Representative Signature and Date