

**Melbourne Home Owners Association**  
**CLUBHOUSE RENTAL CONTRACT**  
**9429 Shepparton Drive Huntersville, NC 28078**

**NOTE: LESSEE/Homeowner(s) assessments must be paid in full and must be in compliance with the Melbourne HOA Guidelines before a Clubhouse Rental Agreement can be submitted for approval.**

**LESSOR:** Melbourne Homeowners Association Inc.

**LESSEE:** Name of Homeowner (s): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Number (MAIN): \_\_\_\_\_ (OTHER): \_\_\_\_\_

E-mail: \_\_\_\_\_

**EVENT:** Type of Event: \_\_\_\_\_

Date Requested: \_\_\_\_\_ Day of Week: \_\_\_\_\_

Time of Event: (From): \_\_\_\_\_ AM / PM (To): \_\_\_\_\_ AM / PM

Number of People: (Adults): \_\_\_\_\_ (Children 1 – 12 yrs.): \_\_\_\_\_

**The clubhouse facilities may be rented for PRIVATE events sponsored by Melbourne Homeowners or residents renting a house within the Melbourne community. All clubhouse rentals are limited to the hours of 8:00AM to Midnight and a maximum attendance of 50 people. The Melbourne Board of Directors reserves the right to deny rental of the clubhouse. In scheduling use of the clubhouse, any association functions shall take precedent over private parties.**

*LESSOR hereby agrees to rent the Melbourne Clubhouse to LESSEE on the following terms:*

**RENTAL FEE STRUCTURE**

The sponsoring Homeowner(s) must pay a minimal fee for all private functions at the clubhouse. This \$75.00 is a non-refundable fee used for administrative charges to process the necessary paperwork, inspect the facilities before and after each private event and for cleaning services/maintenance.

- **LESSEE agrees to pay a Rental Fee of \$75.00.**

*The rental fee (non-refundable) must accompany this signed contract.*

- **LESSEE agrees to pay a Security Deposit of \$250.00.**

*The Security Deposit (refundable based on full compliance with all terms and conditions) must also accompany this contract.*

- Please make two (2) separate checks payable to **Melbourne Home Owners Association, Inc.**
- LESSEE agrees to reimburse the HOA for any bounced check fees within ten (10) days of the occurrence of the bank fee.

**Melbourne Community Homeowners Association**  
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### **REFUND OF SECURITY DEPOSIT - POLICY**

- The deposit is refundable upon confirmation by a member/representative of the Melbourne Board of Directors that the facility was left clean and in good condition, and that all furniture is put back in place.
- In cases of damage and/or additional cleanup requirements, the LESSOR may retain a portion or full amount of the security deposit to pay for the cost of cleanup, repair, or replacement of damaged items.
- If costs of repairs are greater than the amount of the security deposit the additional cost is the responsibility of the LESSEE.
- Within 48 hours of the conclusion of the event (or before the next event), a member or representative of the Melbourne Board of Directors will inspect the clubhouse for damage and/or any special cleaning that will be required.
- If no damage or special cleaning is necessary, the security deposit will be returned to the above address within ten (10) business days following the event date listed above.
- It is understood that the LESSEE will forfeit the \$75 rental fee if the above event is canceled within three (10) days of the event date listed above.

### **CLUBHOUSE RENTAL RULES**

- LESSEE must be 21 years of age or older and must be a Melbourne Homeowner/Renter. Any function for those less than 21 years of age must have adult supervision for which the adult is responsible for all terms of this contract.
- Rental contract, rental fee and security deposit must be completed and returned to the LESSOR at least ten (10) days prior to the event date
- The LESSEE **must be on site during the entire time of event as well as walk-throughs.**
- LESSEE will NOT apply tape, tacks or nails to any of the walls or the ceiling.
- LESSEE is financially responsible for any and all damages occurred at the clubhouse, or immediate surrounding area while in possession of their unique rental code.
- All cleanup procedures must be completed immediately following the event, unless prior arrangements are/were made at the time of signing this contract. If special arrangements are/were agreed upon they should be delineated on the walk-through checklist.
- LESSEE and guests are to only use the area of the clubhouse and parking area unless other arrangements have been specified. Failure to do so could lead to forfeiture of the Security Deposit.
- The Clubhouse and surrounding grounds (within 50 feet of Clubhouse) are non-smoking/vaping areas. Failure to comply will result in forfeiture of the 100% of the security deposit.
- Any Melbourne Board of Director or designee has the right to visit the clubhouse during the event time and make sure that all rules and conditions are being followed. If during the visit the Board Member(s) or designee discovers any rule or condition violations, the visiting member or designee has the right to enforce rules and/or end the function with possible forfeiture of Security Deposit.

**BY SIGNING THIS AGREEMENT, THE HOMEOWNER/RENTOR/LESSEE HEREBY AGREES TO ABIDE BY THE CLUBHOUSE RENTAL RULES FEE STRUCTURE AS STATED ABOVE.**

\_\_\_\_\_ **(Initial Here)**

**SECURITY AND ACCESS**

- An access code to the clubhouse door will be provided by the LESSOR approximately twenty-four (24) hours prior to the event based upon availability.
- The City of Huntersville’s noise ordinance takes effect at 11:00pm. The LESSEE is responsible for complying with this regulation. Failure to abide with this ordinance may result in forfeiture of 100% of the security deposit and/or a citation from the Huntersville Police.
- Upon leaving, heat must be set at to 62 degrees, or, A/C should be set to 76 degrees.
- Any additional supplies, furniture, cooking equipment must be removed from the clubhouse.
- Upon leaving, all doors (front, back and side porch doors) and windows must be closed and locked.
- All interior lights should be turned off upon leaving from the Clubhouse unless they are connected to a timer. **Porch light should stay on.**
- Outside grills are permitted but, grills are NOT permitted in the clubhouse or on the porches. Grills must be a minimum of 15 feet from the Clubhouse and all shrubs.

**BY SIGNING THIS AGREEMENT, THE HOMEOWNER/RENTOR/LESSEE HEREBY AGREES TO ABIDE BY THE CLUBHOUSE RENTAL RULES FEE STRUCTURE AS STATED ABOVE.**

\_\_\_\_\_ **(Initial Here)**

**POOL / POOL DECK AREA**

**Will the pool or pool deck area be used?**

**YES**

\_\_\_\_\_

**NO**

\_\_\_\_\_

**(Initial Here)**

**ALL POSTED POOL RULES AND REGULATIONS MUST FULLY ADHERED TO.**

If the pool or pool deck area is to be used in any way during the event covered by this rental agreement, Homeowner(s) must provide notice (by checking “YES” above). Access to pool can only take place during regularly scheduled pool hours\*. Melbourne residents will also have access to the pool during this period. **If there will be more than eight (8) non-resident guests utilizing the pool during the clubhouse rental, the LESSEE must arrange for an additional lifeguard through Aquatech Pool Management. Instructions for how to do this can be found on www.MelbourneHOA.com.** Notice of such arrangements and sufficiency of lifeguard staffing must be furnished to the LESSOR at least fourteen (14) days prior to the rental, or this rental agreement is subject to automatic termination by the LESSOR.

\*If pool access is requested after normal closing hours, all arrangements must be made directly with Aquatech. Under no condition will the pool be available after 10:00pm. The LESSEE is responsible for complying with this regulation. Failure may result in forfeiture of the entire security deposit. Any arrangements for additional lifeguards or extended hours must be made with Aquatech fifteen (14) days prior to the event date. **Please visit the Aquatech website as early as possible to make the necessary arrangements.**

**ALCOHOLIC BEVERAGE POLICY**

**Will any form of alcohol be served at the subject event?**

**YES**

\_\_\_\_\_

**NO**

\_\_\_\_\_

**(Initial Here)**

**THE MELBOURNE HOMEOWNERS ASSOCIATION ASSUMES NO RESPONSIBILITY WITH REGARD TO LESSEE OR LESSEE’S GUEST WHEN ALCOHOL IS ON THE PREMISES. IN EVENTS WHERE ALCOHOL IS ON THE PREMISES, LESSEE ABSOLVES AND AGREES TO HOLD**

**HARMLESS MELBOURNE HOMEOWNERS ASSOCIATION INC. AND ITS RESIDENTS FROM ANY LIABILITY WHATSOEVER.** \_\_\_\_\_ **(Initial Here)**

LESSEE assumes full responsibility of any and all alcoholic beverages that are on the Premises, including the parking lot, children's play area-park, tennis courts and common area. LESSEE must obey all state alcohol regulations and is responsible for any fines should the laws be violated. LESSEE (name and address listed above) assumes all responsibility for any unfortunate accident that should occur, whether it is within the clubhouse or surrounding common area.

LESSEE assumes full responsibility of guests when alcohol is on the premises.

LESSEE assumes responsibility that:

- No one under the age of twenty-one (21) consumes any alcoholic beverage on the premises.
- No one who is intoxicated is allowed to continue to drink alcoholic beverages.
- Intoxicated guest(s) will not be permitted to drive home when departing the function.

Only the LESSEE may supply alcoholic beverages. No "brown bagging" is permitted by guests.

Beer and wine may be served to guests at your function.

**If LESSEE will be supplying liquor, the Homeowner(s) must provide proof to LESSOR of Host Liquor Liability Insurance with combined single limit coverage of \$1,000,000.00 with respect to injuries, deaths, or damages. This may be accomplished through a general liability or excess liability (umbrella) rider to the Homeowner(s) policy, or through a separate policy, provided that the rider or additional policy specifically covers host liquor liability.**

If the LESSEE plans to transport over five (5) liters of liquor, the law requires that a special transportation permit be obtained at an ABC store.

Proof of such insurance must be delivered to the MHOA at least five (10) days prior to the clubhouse rental, or this contract is subject to automatic termination by the LESSOR.

If any alcoholic beverage is to be sold, Homeowner(s) must obtain a limited special occasion permit or such other permits as may be required by the North Carolina State ABC Commission. Laws also prohibit charging admission or a ticket in conjunction with a function that serves any alcoholic beverage.

100% of the security deposit will be forfeited if ANY of these conditions are not fully complied with.

**LIABILITY WAIVER**

LESSOR will officially reserve the requested facility subject to availability upon receipt of deposit, rental fee and signed clubhouse rental agreement.

LESSEE acknowledges that his/her use of the facility is purely for the pleasure of the LESSEE and his/her guests and that neither Community Association Management Company, nor the Melbourne Homeowners Association, has assumed any responsibility for, nor shall have liability for, the action or inaction of Homeowner(s) and his/her guests and invitees or for any injury, damage or loss any person may sustain while using the facility or in connection with or as a result of any activity, including

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consumption of alcohol or other intoxicating substances, engaged in by any person while using the facility.

LESSEE on behalf of himself, his heirs, successors and assigns, and on behalf of his/her guests and invitees, their heirs, successors and assignees hereby releases Community Association Management and Melbourne Board of Directors and their respective officers, directors, shareholders, agents, members, successors, and assignees of and from any claims which Homeowner(s), his or her guests, and invitees, now have or may hereafter have which are related in any way to any loss, damage or injury that may be sustained in connection with the use of the facilities or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaging in while using the facility.

LESSEE on behalf of himself, his heirs, successors and assignees, agrees to indemnify, defend and hold harmless Community Association Management and the Melbourne Board of Directors and their respective officers, directors, shareholders, agents, members, successors, and assignees against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, arising from the use of the facilities, including the buildings and sidewalks adjoining same, by the Homeowner(s), his or her guests, and invitees, or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any such person while using such facilities. In the event any action or proceeding is brought against Community Association Management and Melbourne Board of Directors and their respective officers, directors, shareholders, agents, members, successors, and assignees by reason of any such claim, Homeowner(s) covenants and agrees to pay all costs of defense of such action or proceeding by counsel satisfactory to Community Association Management and the Melbourne HOA.

The foregoing indemnification and defense obligations shall not be conditioned upon the availability of insurance coverage and LESSEE'S failure to obtain insurance coverage or the refusal of the insurer to pay any claim or otherwise assist Homeowner(s) in fulfilling such obligations shall not relieve Homeowner(s) of the indemnification and defense obligations set forth herein.

LESSEE/Homeowner(s) has read and is familiar with the provisions of this Agreement and the rules of the facilities and agrees to comply with same.

\_\_\_\_\_  
LESSEE/Homeowner's Signature

\_\_\_\_\_  
Date

LESSOR: \_\_\_\_\_  
Member/Representative of the Melbourne  
Homeowners Association Inc. Board of Directors

\_\_\_\_\_  
Date