

# Wendell Falls Community Association Amenity Rules & Policies

Raleigh Room and Lakeside Pavilion Reservations

## Facility Rental Policy

Certain facilities of Wendell Falls Community Association (“WFCA”) can be reserved/rented at a cost determined by the Board of Directors. Private use of Association facilities without prior notice and approval is prohibited. Rentals/reservations must comply with the Facility Rental Policy and this Facility Rental Contract.

**General:** The Board of Directors is responsible for setting policies related to reservations of Association amenities. The Association staff retains the right to approve or deny any usage of the Association amenities. The Wendell Falls Community Association Board of Directors and Management have the right to reserve any Association facility.

**Intention:** The intention of private amenity rentals is for personal use. The utilization of the amenities for business-like purposes may be permitted on a case-by-case basis as determined by the Board of Directors.

**Availability:** The following Wendell Falls Community Association amenities are available for private reservations during the specified time. There will be a 2-hour minimum period in between reservations.

Raleigh Room        8:00am – 11:00pm  
Lakeside Pavilion    8:00am – 11:00pm

**Rental Fee Structure:** The facilities eligible for rentals will follow the below fee structure. Set up and cleaning must be completed within your requested rental time.

Resident Rates	2-Hour Rental	Add'l Hour	Security Deposit
Raleigh Room	\$150	\$75/hr	\$200
Raleigh Room Plus Patio	\$200	\$100/hr	\$200
Lakeside Pavilion	\$150	\$75/hr	\$200
Non-Resident Rates	2-Hour Rental	Add'l Hour	Security Deposit
Raleigh Room	\$250	\$150/hr	\$200
Raleigh Room Plus Patio	\$350	\$200/hr	\$200
Lakeside Pavilion	\$250	\$150/hr	\$200

### Facility Scheduling

- To request an amenity rental, submit a completed rental agreement via Jotform, which is linked on the community website. Reservations are only for the specific area indicated on the contract, and do not allow for the use of other areas. Reservations are not considered confirmed until requestors have (a) received the written consent of the Association and (b) payment is received by WFCA. Before the day of the event, the requestor must meet a staff member in person for a walk through or schedule a phone call.

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- Private reservations can be requested no more than three (3) months in advance, and must be requested at least seven (7) days in advance. All reservations shall be held between the hours of 8:00am and end by 11:00pm, unless otherwise noted, including event setup and breakdown.

**Levels of Hierarchy:** In establishing schedules, the Association staff shall prioritize requests based on the following hierarchy.

- **Wendell Falls Community Association Board of Directors:** Any meeting of the Association's Board of Directors have priority over all other reservations and rentals. The Association Board of Directors has the right to reserve any Association amenity.
- **Wendell Falls Community Association Lifestyle Events:** The Association's Lifestyle Department will schedule community-wide events, activities, and classes. The Association Management has the right to reserve any Association facility.
- **Wendell Falls Community Association Clubs:** All regularly scheduled meetings or activities of Clubs will be coordinated through the Lifestyle Department on an annual basis. Any change from the regular schedule must be pre-approved by the Lifestyle Department before it may be changed and rescheduled. Clubs are required to submit a schedule to the Lifestyle Department to identify regularly scheduled club activities, meetings, and events. The term "regularly" is defined as those activities and meetings that are consistently held on the same day of the week/month/quarter throughout the calendar year.
- **Private Events:** Members of Wendell Falls Community Association may rent Association amenities for private events upon the Association's approval, after completing the necessary request form and paying the appropriate fees. Private functions may be prohibited if, in the judgment of Association Management, these events would detract from the enjoyment of the facilities by the general membership or be detrimental to promoting the Wendell Falls lifestyle.
- **Non-Profit Community Partners:** The Wendell Falls Community Association Board of Directors may grant access to amenities on a limited-basis to our Non-Profit Community Partners at the Association's discretion. Non-profit community partners are defined as a local not-for-profit business that has a mutually beneficial relationship with the Community or Association.

**Reservation Requirements:** All reservations and rentals must sign an Amenity Reservation Contract and have prior written approval by the Association staff. Only members of Wendell Falls Community Association in good standing with the Association are authorized to reserve or rent and Association facility. The phrase "in good standing" means:

- Are current with their Association assessments or other fees
- Do not currently have unpaid fines assessed against their account
- Do not currently have property violations
- Do not have any pending litigation with the Association

**Subleasing:** Subleasing of facilities is strictly prohibited. The person requesting amenity use must be the intended host of the private rental. Both the amenity reservation contract and payment must be in the requestor's name.

**Event Restriction:** Weddings are NOT permitted. Engagement parties and bridal/wedding showers are permitted. Rehearsal dinners *may* be permitted, but require Management approval.

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**Capacity:** Maximum capacity and other factors (ex: tables & chairs) will dictate the number of people a facility can accommodate. The number of occupants must not exceed the established area capacity. No more than the listed occupancy may attend any rental function. Failure to comply will result in room rental fees being charged and/or loss of deposit. The recommended capacities for each amenity is below:

- Lakeside Pavilion: 50
- Raleigh Room: 48 with or without patio

**Reassignment:** The Association staff has the authority to reassign facilities in order to meet the objectives of this policy. The Association staff will notify the reservation party of the reassignment in writing.

**Payment:** Payment is due in full for all rental fees and deposit when the Reservation Contract is signed. No exceptions will be made. A reservation is not considered complete until contract and payment is completed, and a member of the Management team has emailed you to confirm your reservation.

**Payment Options:** Reservations are not complete until payment is received. This process will be completed after the staff have determined that the requested date is available. Payment can be completed by credit card over the phone or in person. Two payments will be collected: 1) the rental fee, and; 2) the refundable security deposit. Following the reservation, a member of the Association will inspect the space and either refund the security deposit.

**Refundable Cleaning/Damage Deposit:** A cleaning/damage deposit separate from the reservation fee is due upon signing the Reservation Contract. Cleaning/Damage deposits are set at \$200 for each facility, but may increase at the Association staff's discretion based on the type, size, and details of the event. The cleaning/damage deposit is refundable if the facility is left in the condition in which it was provided to the renting party. The renting party will be responsible for damages or cleaning costs above and beyond the cleaning/damage deposit, if the deposit is not sufficient to cover the repairs or cleaning necessary. Additionally, the Association may engage any of the following remedies: suspension of member privileges, or undertake any additional enforcement actions permitted to the Association under the Wendell Falls Community Association By-Laws.

**Post Rental Checklist:** A representative from the Wendell Falls Community Association will complete a walk through with the requestor host at the completion of the event. The [Post Amenity Reservation Checklist](#) form must be filled out and submitted by both parties before the security deposit is refunded.

**Changes to the Rental Agreement:** Any request in date, time, or facility must be requested in writing to the Association staff at least 72 hours prior to the scheduled date and time. There is no guarantee that the facility will be available if the original agreement is altered. Additional rental fees incurred as a result of changes to the original Amenity Reservation Contract must be paid in full when changes are made.

**Cancellation Policy:** Notifications of cancellation must be submitted in writing to an Association staff member at least five (5) business days prior to the reservation. If cancellation request is received prior to five (5) business days, all rental fees and deposit will be refunded. Management reserves the right to withhold rental fees for any cancelation that occurs outside of the five (5) business day window.

**Conduct:** The club/resident that reserves the amenity is responsible for the actions and any damages caused by their members or guests. Improper conduct toward or abuse of members, residents, guests and/or Association staff will not be tolerated. The club/resident is also responsible to ensure the noise level of the activity or event

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is not a nuisance to any of the surrounding neighborhood. Complaints about the activity or event may constitute the removal of the offending individual(s) or termination of the activity or event. The Board of Directors may choose to suspend privileges for the individual or club that the abusive individual represents.

**Facility Set-Up:** It is the responsibility of the reserving party to set-up and take down all tables and chairs. Set-up must adhere to all fire codes and safety laws and must not block or impede the flow of traffic in or out of any exit to or from a facility. Furniture, tables, and chairs cannot be moved outside of the reserved amenity space. The existing tables and chairs are available at no additional cost to the reserving party. However, the reserving party may rent at their expense additional or different tables and chairs from other supplier(s) with approval from the Association. Furniture from a third party must be removed by the room by the end of the event unless otherwise approved by the Association staff. All set-up and take down of tables, chairs or any other moving furnishings will be done AT THE RISK of the reserving party and/or vendors and any attendees. The Association is NOT liable for persons who are injured as a result of the moving of any furnishings.

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Rental Area	Available Equipment and Features
Raleigh Room	(10) square tables, (40) chairs, TV with cable, and a small kitchen equipped with countertop space, a sink, and a mini-fridge
Lakeside Pavilion	(3) picnic tables, (2) charcoal grills, a gas fireplace, 2 Adirondack chairs, and one set of cornhole boards (bags not included)

**Storage & Deliveries:** Storage space is not available for any Clubs or private rentals. The Association accepts no responsibility for delivery of items. Delivery and pick-up of items must be completed during the scheduled rental time. If a delivery or pick-up is made before or after the scheduled rental time, additional fees may be assessed.

**Decorations:** Any decorating is the responsibility of the individual or club reserving or renting the facility. Tacks, certain tapes, nails, staples, or other means may not be used on walls or tables. Additional fees, as determined by Association staff, will be charged if repairs are required. Candles, fireworks, glitter, silly string and birdseed are strictly prohibited. Existing facility décor cannot be removed or altered without management approval. Staking of tents in the lawn areas is strictly prohibited.

**Facility Cleaning:** The reserving party is required to clean up and remove all trash from the reserved facility as well as any surrounding areas that guests utilized, including but not limited to, parking lot, entry, etc. The mini-fridge will be emptied before and after each rental. The reserving party is responsible for leaving the facility in the condition in which it was provided. Failure to leave the facility in the condition in which it was provided will result in forfeiture of the cleaning/damage deposit. All required cleaning of the premises will be done AT THE RISK of reserving party and/or vendors and any attendees. The Association is NOT liable for persons who are injured as a result of cleaning the premises. The reserving parties are responsible for bringing their own cleaning supplies. The Association will only provide a broom and mop.

**Alcohol:** Intoxication is strictly prohibited. Alcoholic beverages may be brought into the amenity areas by individuals for "BYOB" (bring your own beverage) events with the advanced approval of the Association staff. However, selling and distributing alcoholic beverages is strictly prohibited, except by licensed caterers. Alcoholic beverages are not permitted in the outdoor pool area. Alcohol may be served only to persons twenty-one (21) years of age or older. Individuals under the age of twenty-one (21) are prohibited from consuming alcohol on Wendell Falls property. The reserving party acknowledges that the Association does not hold or maintain a liquor license, and permission to serve alcoholic beverages through a licensed caterer does not constitute a liquor license. The reserving party is solely responsible for compliance with the liquor license laws of the State of North Carolina.

**Vendors:** Vendors must be self-sufficient and must furnish all necessary supplies and equipment. No bands, musicians, or other forms of entertainment shall be allowed to perform at the amenities without the prior, written approval of Management, which approval may be granted or withheld in their sole discretion. All vendors (caterer, band, DJ, rental supply companies, etc.) must be approved by the Association staff in advance to ensure that the vendors comply with necessary permits and meet the minimum insurance requirements. At least two weeks prior to the event, each vendor must provide the Association with a certificate of insurance naming Wendell Falls Community Association/CCMC as the certificate holder that meets the following minimum insurance requirements:

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<u>Commercial General Liability</u>	\$1,000,000 Occurrence \$1,000,000 Personal Injury \$1,000,000 Products/Operation \$1,000,000 General/Aggregate
<u>Automobile Liability</u>	\$500,000/\$1,000,000 Bodily Injury
<u>Worker's Compensation</u>	Statutory limits

Homeowners' insurance policies do not cover an individual for business-related actions and, therefore, will not be accepted as a vendor's proof of insurance. Contracting with unapproved vendors places the Association in deliberate risk. If the vendor does not have insurance or does not meet the minimum insurance requirements, a one-time insurance policy must be purchased by the vendor meeting the Association's requirements. No exceptions will be made. Disregarding this policy will result in the following disciplinary actions:

1st Offense Written Warning (fine may be assessed based off Association policy)  
2nd Offense \$500 Fine  
3rd Offense Indefinite Loss of Room Rental Privileges

**Disclaimer:** The Association's Board of Directors reserves the right to modify or amend the policies, rates and appendices stated here at any time.

**Applicable Law:** Requestor agrees to abide by all applicable federal, state and local laws including, but not limited to, emergency exit accessibility and room capacity limits. This Contract shall be interpreted in accordance with the laws of the State of North Carolina.

**ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION OF WFCA AND AGENTS:**

FULLY UNDERSTANDING, APPRECIATING, AND ASSUMING ALL RISKS ASSOCIATED WITH THE USE OF THE FACILITY BY REQUESTOR, AND IN CONSIDERATION OF THE OPPORTUNITY TO USE THE FACILITY, TOGETHER WITH OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, REQUESTOR, ON BEHALF OF REQUESTOR, REQUESTOR'S FAMILY, EMPLOYEES, AGENTS, REPRESENTATIVES, GUESTS, AND INVITEES (THE "ASSUMING/RELEASING/INDEMNIFYING PARTIES") HEREBY ACKNOWLEDGE THAT THE USE OF THE FACILITY IS A POTENTIALLY HAZARDOUS ACTIVITY. FURTHER, THE ASSUMING/RELEASING/INDEMNIFYING PARTIES HEREBY ACKNOWLEDGE THAT THERE ARE RISKS ASSOCIATED WITH THE USE OF THE FACILITY INCLUDING BUT NOT LIMITED TO DEATH OR INJURY (INCLUDING EMOTIONAL INJURY, DISTRESS, MENTAL ANGUISH, PAIN AND SUFFERING, LOSS OF CONSORTIUM). THE ASSUMING/RELEASING/INDEMNIFYING PARTIES HEREBY ASSUME FULL AND COMPLETE RESPONSIBILITY AND LIABILITY FOR USE OF THE FACILITY AND ALL INJURY, ILLNESS, DISEASE, OR DAMAGE THAT MAY RESULT THEREFROM THAT IS ASSERTED TO ARISE FROM OR BE RELATED TO THE USE OF THE FACILITY (THE "INJURIES").

THE ASSUMING/RELEASING/INDEMNIFYING PARTIES FOREVER RELEASE AND HOLD HARMLESS WFCA AND ITS DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, AGENTS [INCLUDING BUT NOT LIMITED TO CCMC AND ITS EMPLOYEES], ATTORNEYS, INSURERS, CONTRACTORS (INCLUDING BUT NOT LIMITED TO ANY ENTITY OR PERSONS PROVIDING ANY SERVICE RELATED TO THE FACILITY), AND ANY AND ALL OTHER PERSONS AND ENTITIES ACTING ON BEHALF OF AND ASSOCIATED THEREWITH (THE "RELEASED PARTIES"), OF AND FROM ANY AND ALL LOSSES, DAMAGES, CLAIMS, DEMANDS, EXPENSES (INCLUDING ATTORNEY'S FEES), COSTS AND

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**CAUSES OF ACTION ALLEGEDLY ARISING FROM OR RELATED TO THE INJURIES, WHETHER ARISING FROM OR RELATED TO BREACH OF CONTRACT, TORT, STATUTE OR OTHERWISE, WHETHER OR NOT CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, AND/OR WILLFUL, WANTON OR INTENTIONAL ACTS OR OMISSIONS OF THE RELEASED PARTIES.**

**THE ASSUMING/RELEASING/INDEMNIFYING PARTIES SHALL SAVE, INDEMNIFY, DEFEND AND HOLD HARMLESS WFCA AND ITS DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, AGENTS [INCLUDING BUT NOT LIMITED TO CCMC AND ITS EMPLOYEES], ATTORNEYS, INSURERS, CONTRACTORS (INCLUDING BUT NOT LIMITED TO ANY ENTITY OR PERSONS PROVIDING ANY SERVICE RELATED TO THE FACILITY), AND ANY AND ALL OTHER PERSONS AND ENTITIES ACTING ON BEHALF OF AND ASSOCIATED THEREWITH (COLLECTIVELY THE "INDEMNIFIED PARTIES") OF, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, DEMANDS, EXPENSES (INCLUDING ATTORNEY'S FEES), COSTS AND CAUSES OF ACTION ARISING FROM OR RELATED TO THE INJURIES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, AND/OR WILLFUL, WANTON OR INTENTIONAL ACTS OR OMISSIONS OF THE INDEMNIFIED PARTIES.**

THIS CONTRACT IS BINDING ON REQUESTOR, ITS GUESTS, INVITEES AND ALL OTHER INDIVIDUALS WHO PARTICIPATE IN THE USE OF THE FACILITIES/RENTED FACILITIES UNDER THIS CONTRACT. IT IS REQUESTOR'S OBLIGATION TO MAKE A COPY OF THIS CONTRACT AVAILABLE TO ALL INDIVIDUALS WHO USE THE FACILITIES/RENTED FACILITIES UNDER RESIDENT'S RESERVATION. THE PARTIES INTEND FOR THIS CONTRACT TO BE BINDING ON NON-SIGNATORIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. ANY LEGAL ACTION ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER BROUGHT IN TORT, BREACH OF CONTRACT AND/OR A STATUTORY CLAIM, OR OTHERWISE, SHALL BE DETERMINED BY A JUDGE AND NOT A JURY. THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY. THIS WAIVER IS A MATERIAL INDUCEMENT FOR WFCA TO PERMIT USE OF THE FACILITIES/RENTED FACILITIES PURSUANT TO THIS CONTRACT.

**I agree to all terms and conditions outlined above,**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## AMENITY RESERVATION CONTRACT

Requestor's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Requestor's Address: \_\_\_\_\_ Email: \_\_\_\_\_

### EVENT DETAILS

<b>Date:</b>	<b>Event Description:</b>
<b>Rental Start Time:</b>	<b>Rental End Time:</b>
<b>Event Start Time:</b>	<b>Event End Time:</b>
<b>Facility Requested:</b> <input type="checkbox"/> Raleigh Room <input type="checkbox"/> Lakeside Pavilion	<b>Est. Attendance:</b>

Will your event be advertised to the public? ☐ Yes ☐ No

Will there be any profit-generating opportunities during your reservation? ☐ Yes ☐ No

Will you be using any vendors (caterer, DJ, etc.) during your reservation? ☐ Yes ☐ No

If yes, do you agree to provide the necessary insurance requirements prior to your event? ☐ Yes ☐ No

Will alcohol be served during your reservation? ☐ Yes ☐ No

If yes, how will alcohol be served?  
☐ BYOB  
☐ Vendor  
☐ n/a

**Rental Fee**                      \$ \_\_\_\_\_.00

Check # \_\_\_\_\_ (rental fee)

**Security Deposit**            \$ 200.00

Check # \_\_\_\_\_ (security deposit)

**Requestor's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

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