



P.O. Box 144 Blowing Rock, NC 28605

## Application for Use and Rental Agreement Firethorn Clubhouse

Date of Application: \_\_\_\_\_

Resident/Renter: \_\_\_\_\_

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

Telephone: H. \_\_\_\_\_ C. \_\_\_\_\_

Name of Individual Designated by Renter: \_\_\_\_\_

Phone: \_\_\_\_\_

Rental Date: \_\_\_\_\_

Hours: Start: \_\_\_\_\_ End: \_\_\_\_\_

Rental Rate: \$ \_\_\_\_\_ Deposit: \$ \_\_\_\_\_

Nature of Event: \_\_\_\_\_

Number of Expected Guests: \_\_\_\_\_

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### OFFICE USE ONLY:

Deposit Received: \$ \_\_\_\_\_ Date/Initials: \_\_\_\_\_

Rental Fee Received: \$ \_\_\_\_\_ Date/Initials: \_\_\_\_\_

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After the security deposit is received and deposited into the POA bank account, this Agreement is signed and acknowledged by both parties, then reservations will be held until fourteen (14) days prior to the event. The rental fee is to be paid at least two (2) weeks prior to the scheduled event and will secure the rental time. If the Renter is a Firethorn resident, then the resident must be current with the POA dues.

The security deposit is refundable provided the areas are returned to their pre-rental condition. An inspection walk-through is required with a representative of the Association and any additional discrepancies should be noted on the attached form, marked "Exhibit A". At the time of departure, a representative of the Association will conduct another walk-through and any discrepancies will be noted. The Renter must be able to attend these walk-through inspections in order to facilitate any deposit refund. The only exception would be for events where a pre-designated representative is appointed.

All checks are to be made payable to **Firethorn Property Owners Assoc.** There will be a \$25.00 service charge for checks returned by the bank for insufficient funds. Rental times paid or secured with insufficient funds will be cancelled and the designated time released for rent by another renter. Deposit refunds or portions thereof will be mailed to the address supplied by the Renter, or to the designated address as stated below, within fourteen (14) days of the event.

**Designated Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In exchange for permission of the Board of Directors and the Firethorn Property Owners Association to rent the recreational facilities, I/We do hereby agree as follows:

1. I/We shall hold harmless and indemnify the Board and the Firethorn Property Owners Association, its successors and assigns, and its officers and directors, both individually and collectively, from and against any and all liabilities, costs, damages, expenses, and attorney's fees or costs of defense resulting from or attributable to any and all acts and omissions of my/our guests, or attendee's person, possessions, or property.
2. I/We accept full responsibility for maintaining the condition of all property (buildings, carpeting, furniture, appliances, etc.) as originally provided at the time of the pre-event inspection. I/We fully understand that if the property is not in the condition as it was at the time of the pre-event inspection, the security deposit will be forfeited, to the extent necessary to return the facilities to their pre-event condition. In the event damages exceed the total dollar amount of the security deposit, I/We hereby accept full responsibility for the payment of all damages over and above the amount of the security deposit.
3. I/We agree to pay all reasonable costs, attorney's fees, and expenses that shall be incurred by the Firethorn Property Owners Association if legal action is taken to enforce the terms of this Agreement.
4. I/We have received a copy of, and agree to abide by, the "Procedures, Rules, and Regulations of the Firethorn Property Association" concerning the Firethorn Clubhouse. I/We understand that failure to comply with these Procedures, Rules, and regulations may result in the loss of my/our right to use the Clubhouse facilities.

\_\_\_\_\_  
**Applicant's Signature**

\_\_\_\_\_  
**Date**

# **FIRETHORN**

## **HOMEOWNER'S ASSOCIATION**

The clubhouse is available for rent and may be reserved by the afore-mentioned provided the following Procedures, Rules, and Regulations are observed:

### **PROCEDURES:**

1. Individuals interested in renting the clubhouse for private or organizational use must complete an "Application for Use and Rental Agreement".
2. The request must be made with the Management Agent at least two (2) weeks in advance and must be accompanied by the security deposit. Cancellations made less than one week prior to the event are subject to a charge of fifty percent of the security deposit. The rental fee must be paid in full two weeks before the scheduled event. In case of cancellation, the rental fee will be refunded. Partial rental fees will not be refunded due to vacating the premises early. Requests for rentals made with less than two weeks notice must be paid in full (deposit and rental fee).
3. An inspection will be scheduled prior to and following the event; applicants are required to attend.

### **RULES AND REGULATIONS:**

1. The individual (Renter) sponsoring the rental must be present for an inspection of the facility at the beginning and end of the event. The Renter is responsible for the conduct of the guests and must be on the Clubhouse premises throughout the party. He/She is liable for all damages, including any damages exceeding the amount of the previously obtained security deposit.
2. Maximum occupancy limits will be observed.
3. The Board reserves the right to check in on any gathering at any time.
4. The Renter is responsible for all rented areas including the grand room, hallways, bathrooms, kitchen, exterior areas, etc. used by event attendees. No furniture is to be removed from the decks or inside the building.
5. All areas must be returned to pre-rental condition. Trash must be secured and removed from the premises.
6. **SMOKING IS PROHIBITED.** Renters assume all responsibility for ensuring their guests comply with this rule. If the guests must smoke (outside only), renter must provide an acceptable disposal container.
7. There must be a thorough and clear access to the exits at all times. All doors and windows should remain closed at all times.
8. Prior approval by the Association or their representative is required for decorations. Only removable tape may be used to secure decorations. Any decorations must be completely removed, including any tape, etc.
9. Music must be kept at a moderate level. The doors and windows must remain closed at all times.

10. Excessive noise, abusive or unacceptable behaviors resulting in complaints to the Board of Directors will not be tolerated and may result in revocation of the privilege to use the facilities.
11. All requests for rental of the facilities will be approved by Management as authorized by the Board of Directors.
12. Each Homeowner Association Committee will be granted free use for meetings. Meetings must be scheduled at least one week in advance through the Manager.
13. The Renter who is sponsoring their own wedding reception must designate a responsible person to represent them for the “pre” and “post” inspections of the facility if they are not available to attend.
14. Two hours set-up/clean-up time will be granted for use immediately prior to/after the reserved time. For late-night events, clean-up will be allowed the following day.
15. **All adult activities must end, and the area vacated and cleaned, no later than 11:00 P.M. (Sunday through Thursday), 12:00 midnight on weekends (Friday and Saturday).**
16. The Renter is responsible for clean-up of all areas in and around the clubhouse and event field, turning off lights, turning the thermostat to the appropriate setting (heat to 60 degrees/air conditioning to 75 degrees, if used), securing all exit and entry doors, locking all windows, and turning off all electrical appliances. Failure to comply with this rule may result in forfeiture of the deposit.
17. The Association reserves the right to terminate use at any time if a violation of the rules exists/persists (e.g., keep security deposit, keep fee, etc.).

### YOUTH ACTIVITIES:

YOUTH ACTIVITIES ARE RESTRICTED TO MEMBERS AND THEIR GUESTS ONLY. Any activity consisting of seventy-five per cent (75%) youth (under 21 years of age) must be chaperoned. At least one chaperone over the age of 21, for each ten persons must be present at all times. All youth parties must end and areas cleaned no later than 10:00 P.M.

The application and all required forms must be executed and signed by an adult who will assume responsibility for the areas.

Management will recommend to the Board of Directors when modifications to the preceding rules are deemed necessary.



## **“EXHIBIT A” PARTY RENTAL CHECK-OFF SHEET**

### **Pre and Post Walk-Thru to the Party:**

- Floor
- Furniture
- Window and Door Fingerprints
- Walls/Woodwork
- Trash Cans
- Bathrooms/Towels
- Rugs
- Water Fountains
- Kitchen/Appliances/Sinks
- Clubhouse Common Area including landscaping, pond, waterfall, Event Field, and rock walls
- Renters told of Noise Ordinance. Police may be summoned if ordinance is not followed.
- Renter told "no parking" or driving allowed in grass areas around the Clubhouse
- Reminder of Porta-Jon requirements for parties of more than thirty (30) guests

**THIS IS A NON SMOKING FACILITY!**