



1203 West Woodcroft Parkway

Durham, NC 27713

Phone 919.489.7705 \* Fax 919.419.0554

## NON-MEMBER CLUBHOUSE RENTAL CONTRACT

Thank you for choosing the Woodcroft Club for your event!

Please read and complete the following rental contract in its entirety. It is your responsibility, as the Renter, to direct any questions to the Club Managers pertaining to policy. Please note: the Woodcroft Club reserves the right to refuse rental to any individual or organization without explanation. Upon your signature and initials, you agree to the Club's rules and policies in this rental contract. The Renter's signature OR initials are required on every red line.

Rentals will not have access to the Clubhouse prior to 7:30pm during the pool season Saturday through Thursday or prior to 8:30pm on Friday evenings. All Clubhouse rentals must end by no later than 2:00am.

### RENTER INFORMATION

Name \_\_\_\_\_

Cell Phone \_\_\_\_\_

Address \_\_\_\_\_

Home Phone \_\_\_\_\_

\_\_\_\_\_

Work Phone \_\_\_\_\_

Email Address \_\_\_\_\_

### RENTAL INFORMATION

Date of Rental \_\_\_\_\_ Total Rental Hours \_\_\_\_\_

Time of Rental (includes setup and breakdown) \_\_\_\_\_

Rental Fee: **\$50.00/hour** X \_\_\_\_\_ number of hours = \$ \_\_\_\_\_

*\*Full payment of rental is required at least 2 weeks prior to rental date.*

*If reserved within 2 weeks of rental, then full payment is required with contract by credit card.*

Description of Rental \_\_\_\_\_ Number Expected: \_\_\_\_\_

*\*Due to the fact that multiple events can be conducted simultaneously, parking is on a "first-come, first-served" basis.*

Which of the following will be used / served?

Food     Beverages     Decorations     Music/DJ     Ice     TV/DVD     Folding Tables

*\*The Club does not have an exclusive arrangement with any caterer. You are welcome to contract separately with the caterer of your choice, or provide your own food. The Club does not have a kitchen and there is no access to refrigeration. However, a microwave and ice machine are available for use. Any contracted work, i.e. caterers or DJ's must also comply with the agreed upon rental time or additional fees will be charged.*

Will alcohol be needed for your Event?     Yes     No    **Bartender Fee: \$15/hour x \_\_\_\_\_ # of hours = \_\_\_\_\_**

*\*Our Club is a licensed on-premise facility by the North Carolina Alcohol Beverage Commission. This means that ALL alcohol consumed on the premises (including Club house/pool/deck areas) must be purchased from the Club and served by a Club Bartender.*

**RENTAL FEES**

**\$ 50 Facility Reservation Charge:**

Woodcroft Clubhouse rentals are on a first come, first served basis. Along with a completed contract, the Renter is required to pay by credit card a \$50 non-refundable Reservation Fee. The rental date will not be secured until this payment and contract are received. This payment is applied towards the total rental fee. If the rental is cancelled within 2 weeks of rental date, the Club retains half of the full rental payment. Please note, the Club only accepts Visa and MasterCard. If the rental is cancelled within 14 days of the rental date, the Club retains 50% of the total rental fee.

Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ 3-Digit Security Code: \_\_\_\_\_

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

This credit card will also be kept on file for security purposes and must be provided regardless of the primary method of payment for the remaining Rental Balance. It is required to provide a signature under the credit card you listed. This signature enables the Club to charge any excessive damages or cleaning charges incurred from rental use to the credit card listed if the sum of damages is greater than the security deposit.

**Security Deposit:**

All rentals require a \$200 Security Deposit be paid by separate check upon receipt of final payment. Security Deposit will be returned by mail to Renter within 10 days of the expiration of this contract, provided that the Renter shall have fully carried out all the terms and conditions listed in this Contract. **All or part of the Security Deposit shall be forfeited if the renter neglects any of the responsibilities listed on this contract.**

**Check #: \_\_\_\_\_ Date: \_\_\_\_\_ Amount: \$200**

*\*If a check is returned due to insufficient funds, full payment plus the returned check fee must be paid in cash.*

**Security Deposits Automatic Full/Partial Forfeitures**

This list includes but is not limited to:

- If any damage is sustained to the Club, pool, or surrounding area while in possession of the rental key.
- Renter Occupancy exceeds the times specified for the event.
- Renter does not leave the facility in a clean and rentable condition such as it was found.
- If the Renter sets off a false 911 call, non-emergency fire alarm, or any other action causing the evacuation or the need of emergency personnel or Club Management to arrive for an unneeded cause prior to, during or after an event.
- Renter must be present at event at all times, NO EXCEPTIONS.
- The Renter and all guests on the property during the rental are to use only those areas of the facility that are specified on the contract.
- Full Deposit will be lost if alcohol was found to be present at an event that was stated in the contract to be alcohol-free.

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

## RENTAL RULES

1. The Renter whose name appears on the rental contract must be 25 years of age or older and must be **ON-SITE** during the entire rental function. Any function for those under the age of 18 must have adult supervision at all times.
2. Promotional materials or items distributed prior to or during the event by mail, via the internet, or by hand, must be approved by Club Management at least 7 business days prior to distribution. The Woodcroft Club reserves the right to edit all materials. Any unauthorized promotions may result in cancellation of the event and loss of security deposit.
3. The Renter must have all decorations approved by Club Management and may not use any decorations that will cause damage to the walls, wood, floor, windows or any other part of the Club. Decorations may be attached by string only, NO staples, screws, nails, or tape of any kind is permitted. Confetti is not permitted. We do not allow candles, open flames of any kind, or fires in the fireplace.
4. If you must arrive early to decorate or stay after to clean up, that time must be included as part of your rental usage time. Any contracted work, i.e. caterers or DJ's must also comply with the agreed upon time. The Renter must supply any additional tables, chairs, etc., that may be needed and are not on the premise. If any additional equipment is going to be used, please make arrangements with Club Management no later than one week prior to the event. All additional equipment must be removed when the rental is scheduled to finish unless other arrangements are made with the Club Management. If this rule is not complied with, additional fees may apply.
5. Management has the right to be present or visit the Club during the rental to make sure all the rules and policies are being followed. If during the visit Management finds any rule violations, the Manager on Duty will enforce such rules and/or end the function with loss of fee and deposit.
6. I understand that surveillance devices may be used on the premises at any point prior to, during or after my event. The purpose of such surveillance devices is for the safety and security of guest and the property of the Woodcroft Club. I understand that the video from the surveillance devices may be used as evidence for prosecution or damage assessment if necessary.
7. In compliance with the Durham County Noise Ordinance, all rentals are required to play any music in moderation so that it does not disturb area residents. If noise complaints are made or staff has had to repeatedly request that the volume be lowered, the Club reserves the right to terminate the Renter's contract without refund of fees or deposit. The Noise Ordinance is strictly enforced after 11:00 p.m. It is the Renter's responsibility to make any contracted workers aware of this county policy and understand that the Durham Police department has the authority to terminate the event should said event become too loud or unruly.
8. The Woodcroft Club will not be responsible for any Acts of God such as extreme high or low temperatures, winds, hurricanes, power failures, flooding or fire. We take every precaution to provide a safe, comfortable and enjoyable environment for unknown circumstances or acts beyond our control. If the Clubhouse becomes unavailable, all security deposits and rental fees will be refunded to Renter.
9. The Renter may NOT charge admittance to the Clubhouse during the rental.
10. Attendance at the event may not exceed the number specified in this contract.
11. The Club reserves the right to require an off-duty Durham Police Officer to be present at any event during the entire party if deemed necessary by the nature of the event at the expense of the Renter.
12. There is NO SMOKING permitted anywhere on Club property.

**I have read and agree to abide by and enforce all rules that have been listed above.**

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

## CLEAN-UP FEE & PROCEDURES

Given the nature of the rental, one of the two following options are **REQUIRED**. Cleaning charges must be paid with full payment for the rental. Management makes the final determination of cleaning fees required based on scope of rental.

**No/Minimal Food or Beverage ~ \$30 cleaning fee**

Required clean-up:

1. Bathrooms must be clean. Wipe down all sinks, counters, tables and chairs.
2. Vacuum carpet area.
3. Sweep floors & clean/mop any sticky areas or spills.
4. Empty all trashcans (in the Clubhouse and restrooms), place bags in the dumpster in the back of the parking lot.
5. Check Clubhouse porch for all trash that was left by invitees. (Cups, plates, napkins, etc.)
6. Remove all personal items from the premises. (food trays, stereo, etc.)
7. Close all windows; turn off lights that do not have a pink star below the switch.
8. Make sure that the TV is off and the cabinet doors are closed prior to leaving.
9. Renter must return all furnishings to the positions originally found prior to the start of the rental.

**Full Food and Beverage (i.e. catered event or more than deemed minimal food) ~ \$75 cleaning fee**

Required clean-up:

1. Place all trash items in the trash containers available in the Clubhouse. Any additional trash must be left inside the Clubhouse in tied bags on the tile floor.
2. Remove all personal items from the premises. (food trays, stereo, etc.)
3. Close all windows; turn off lights that do not have a pink star below the switch.
4. Make sure that the TV is off and the cabinet doors are closed prior to leaving.

**Initials** \_\_\_\_\_

## KEYS & ALARM CODE POLICIES

It is the sole responsibility of the Renter to obtain, secure and return the rental key. The key must be obtained from the Club office at least 2 business days prior to the rental, but not more than one week before the rental. The Clubhouse rental key must be returned to the Woodcroft Club during normal business hours on the first business day following the event, unless other arrangements have been made. If the Club has not received the key within that timeframe, an additional **\$350** charge will be billed to the credit card on file for re-keying the Clubhouse.

**Initials** \_\_\_\_\_

The Club's alarm will be active upon arrival to the facility and is required to be activated upon the conclusion of your event. This alarm system is used to monitor the start and end of your rental, as well as securing the facility prior to and after your event. If the Renter is proven negligent of not properly securing the facility, the Renter will be required to pay for all damages that occur to the facility prior to Management entering the facility the following Club business day.

Management reserves the right to retain the full Security Deposit if the Renter sets off a false 911 call, non-emergency fire alarm, or any other action causing the evacuation or the need of emergency personnel or Management to arrive for an unneeded cause prior to, during or after an event. This fee is to cover charges billed to the Club by the City of Durham for a False Alarm Call. It is also the full responsibility of the Renter to make sure that the facility is secure upon leaving. This includes all doors being locked and alarm being activated.

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

**Will alcohol be needed for your Event?  Yes  No**

*If yes, please see the Alcohol Request Form on the final page of this contract.*

**Our Club is a licensed on-premise facility by the North Carolina Alcohol Beverage Commission. This means that ALL alcohol consumed on the premises (including Club house/pool/deck areas/parking areas) must be purchased from the Club and served by a Club Bartender.** If the Renter purchases beer or wine from the Club, the renter is able to take any **unopened** beer or wine off the premises, **IF it is sealed in the manufacturers' original container.** Members and/or guests are not permitted to bring outside alcohol to the Woodcroft Club or onto Club property. The Renter must obey all state alcohol regulations and is responsible for fines should those laws be violated. Management thanks you in advance for your cooperation with ABC laws.

If any alcoholic beverages are to be served during the rental, the Renter assumes full responsibility. The Renter will be required to pay one of the Club's bartenders for the start time that alcohol will be served through the remainder of the event. The fee to have a bartender is \$15 per hour and will be included in your total balance.

Only beer and wine may be served to guests at your event. **No liquor.** You may **not** charge for beer or wine. **NO brown bagging is permitted by guests.** The Renter understands that no one under the age of 21 can be served or consume alcoholic beverages; no one who is intoxicated can be served alcoholic beverages and is responsible for fines should those laws be violated. Any intoxicated guest must not be permitted to drive home when leaving the Renter's function. The Renter assumes full responsibility for guests when alcohol is served. Final service of alcohol beverages ("last call") shall be 30 minutes before consumption must cease. Consumption of alcoholic beverages must cease at the conclusion of the event or at 2am, whichever occurs first.

I acknowledge that alcoholic beverages will be served on the facility grounds at my event and understand it is my responsibility to comply with laws concerning the possession and consumption of same.

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

*\*Full Deposit will be lost if a Renter turns in a contract that has been signed stating alcohol was not needed at your event and Management finds out it was present at time of rental. (Any renters not abiding by state and local laws are subject to fines and/or criminal charges.)*

The Woodcroft Club requires a Durham Police Officer(s) **throughout** all functions when **alcohol** is being served on the Club grounds. This security is required for the protection of all individuals involved. The Woodcroft Club will arrange for this service. The fee to have a police officer on duty is \$25 per hour for each officer. If attendance at the event is expected to exceed 100 people, Renter must have a second officer on duty. A minimum officer shift is 3 hours. If a party is scheduled less than 48 hours in advance, the fee for police officer(s) on duty is \$35 per hour.

**Officers Required:** \_\_\_\_\_ x **\$25.00** x **Hours** \_\_\_\_\_ = \$ \_\_\_\_\_

**Initials** \_\_\_\_\_

**LIABILITY**

The Renter hereby agrees to indemnify and hold harmless the Woodcroft Club and all owners, officers, directors, employees, and agents and all their successors and assigns of East West Partners Management Company and East West Partners, from any and all claims, actions, damages and liability associated with personal injury and/or damage to property, including cost of the investigation, litigation expense, appeal costs, and attorney fees, arising out any claims or suits which result from any negligent act of the Renter, his/her agents, employees, or invitees. In the event that the Renter is made a party to any litigation, the Renter shall protect and hold harmless the Club from any and all liability that may result therefrom.

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

**ACKNOWLEDGEMENT OF CONTRACT**

I, hereby acknowledge that all information provided on the contract is true and correct. Misrepresentation or erroneous information on the contract constitutes grounds for denial of this and future applications for the use of the Woodcroft Club.

I have read and understand the rules, terms, and conditions written in the contract. I will abide by the rules and further understand all or portions of the deposit will be kept by the Woodcroft Club to cover any damages, missing items, or violation of the rules, terms and conditions set forth in this agreement. I also understand that as the Responsible Party, I am responsible for the actions of all the attendees and/or outside contractors present at the event. I understand that as a renter I must be at least 25 years of age, and I have provided a copy of a government-issued ID to the Woodcroft Club.

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

**Total Rental Payment:**

Rental Fee \$50/hour x \_\_\_\_\_ # hours - \$50 Reservations Fee = \$ \_\_\_\_\_

Bartender \$15/hour x \_\_\_\_\_ # bartenders = \$ \_\_\_\_\_

Officer(s) \$25/hr x \_\_\_\_\_ # officers= \$ \_\_\_\_\_

Cleaning \$ \_\_\_\_\_

Alcohol \$ \_\_\_\_\_ (as stated by management)

**TOTAL: \$** \_\_\_\_\_

**FOR OFFICE USE ONLY**

Rental Contract

Date Received \_\_\_\_\_ Verification of Age/ID \_\_\_\_\_

Reservation Payment \$50

Date Paid \_\_\_\_\_ How Paid \_\_\_\_\_

Security Deposit Payment \$200

Date Paid \_\_\_\_\_ Check # \_\_\_\_\_

Rental Key

Date Key Given and Key # \_\_\_\_\_ Date Key Returned \_\_\_\_\_

**Total Rental Payment:**

**TOTAL: \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_ How Paid: \_\_\_\_\_**

**MGR initials** \_\_\_\_\_

**Additional Comments/Charges:** (if applicable)

