



Green Level Crossing (GLC) Community Association, Inc.
Clubhouse: 220 Brincefield Place, Cary, NC 27519

CLUBHOUSE RENTAL AGREEMENT RULES

Reservations

1. Reservations are made by the homeowner. "Owner" and "renter" both refer to the responsible person who has contracted to rent the facility.
2. Accepted on a "first come, first serve" basis. To reserve, contact Omega Association Management via email (see below), or submit through the website form. For assistance, call 919-461-0102.
3. Rentals are available from 9:00 am until 11:00 pm from Sunday to Thursday, until 12am on Friday and Saturday.
4. Reservations are required at least two weeks prior to the date of the event. Last-minute rental requests may not be considered.
5. Reservations are confirmed with a completed rental agreement, rental fee payment, and the refundable \$150 security deposit received. The cancellation policy applies once the rental has been confirmed.
6. Cancellations anytime within fourteen (14) calendar days of the rental date may result in withholding half of the rental fee.
7. An email from Omega Association Management will be sent within three (3) business days of the rental event date with access details.
8. The clubhouse is available for one rental per day; multiple rentals will not be granted regardless of rental times.

Rental Fee

1. Rental fee is \$250 with a standard 6-hour rental, which includes time to allow you to **setup** and **cleanup**. **Please state the hours accurately, because your fob will only allow access during the approved time periods.**
2. If you do not report accurate hours of usage, neither the Association nor the management company is responsible for your loss of access to the facility, and you may lose the ability to enter the facility to retrieve your items during that time.
3. **Rental hours are confirmed** once payment is received. Short notice changes may not be granted.

Security Deposit & Damages

1. A prepaid security deposit is required before the rental is confirmed. The refundable security deposit will be returned when the cleaning service has completed the cleaning service and has sent verification to the Omega office.
2. Any observations that concern the renter should be documented via photo(s) emailed to the contact below, to be addressed during normal business hours. This may include cleaning or maintenance which may exist prior to the beginning of your event, such as: stains, marks, or trash. Your email will serve as a timestamp, along with observations and/or documentation that the Association may already have. If the renter fails to point out a new issue that is later found after the event, the renter will be held responsible. Do not contact the emergency line for routine matters.
3. The owner agrees that it is solely responsible for all damage caused during the event to Association property. Full language regarding this is found in the rental agreement and must be signed for rental.
4. The HOA reserves the right to refuse rental to owners who misuse and/or abuse the clubhouse.
5. Maintenance emergencies, such as water leak, fire, or vandalism, should be reported to Omega's emergency line by calling 919-461-0102. If at any time you observe illegal or suspicious activity you should also contact the local police, or 911.
6. **Emergency calls to Omega for non-emergencies, such as dissatisfaction with amenities or early access to the facility may result in additional charges to the owner. The facility will automatically unlock only at the time of your agreed rental time. Please refer to the rental confirmation approval letter for additional terms of access.**

Usage

1. The clubhouse may be reserved by any adult resident/owner of the GLC Association for the purpose of hosting an event. The reserving homeowner must be present at said event the entire time.
2. Occupancy – Standard maximum capacity is 60 guests. If Executive Order, law or rules change at any time, any event must follow the allowable maximum capacity at the time of the event.
3. Social distancing, use of face coverings and other provisions in the Executive Order effective at the time of the rental will be required as applicable.
4. Clubhouse will be closed to other residents during the time of the rental (this does not include the fitness center).
5. The clubhouse MAY NOT be rented on a 'sub-lease' basis by any resident. The reserving resident must be present during any rental and current in all association dues. **Subleasing the clubhouse is a violation of the rental agreement and Restrictive Covenants. You are subject to additional fees or fines and/or loss of access to the amenities if subleasing is confirmed by the Association.**
6. The clubhouse MAY NOT be used for personal gain by any member. The clubhouse is for the use of residents and their guests only and may not be used for functions that are 'open to the public'. No admission fee or charge of any kind may be levied to the guests of a private party or function. The clubhouse may not be used for private or personal fundraising events for any club or organization. No corporate events are allowed.
7. No persons under twenty-one (21) years of age are allowed to consume alcoholic beverages on the premises.
8. Reserved functions for persons under the age of eighteen (18) years must be chaperoned by the reserving resident who is legally bound by the Agreement.
9. No pets are allowed in the clubhouse.
10. The entire lower level (gym) of the clubhouse, pool and outdoor deck areas are excluded from the rental and shall not be accessed during the rental.

Omega Contact: Elaine Goeken, Elaine@omegamgmt.com

GREEN LEVEL CROSSING COMMUNITY ASSOCIATION, INC CLUBHOUSE RENTAL AGREEMENT

In response to the pandemic, and in recognition of the various federal, state, and local orders and directives in place, the Board of Directors for the Association may adopt additional, supplemental rules regarding access and rental of the Clubhouse to reduce the threat of COVID-19 or any other emergency situation, and to remain consistent with such federal, state, and local orders and directives. If additional guidance is given regarding facility operations, the Board reserves the right to amend usage policies or operations without notice.

Name: _____

Address: _____

Home #: _____ Cell #: _____

Email: _____ Fob #: _____ Alternate/Secondary Fob #: _____

Date of Rental: ____/____/____ Start Time: _____ End Time: _____

Purpose: _____ Expected number of Guests: _____

Optional disinfectant service **prior** to the event (if selected, an additional \$50 charge will be assessed): yes/no _____

Fees must be paid online, facility rental fee and refundable security deposit. If the rental is initiated by a tenant of the property, payment is required before confirming the rental since there is no associated account to charge the tenant. You will be sent a confirmation letter via email with instructions once Omega has received your completed rental agreement and checklist, and applicable fees.

I acknowledge I have been given a copy of the rules and regulations governing the Green Level Crossing Community Association clubhouse and I agree to abide by these rules.

Green Level Crossing Community Association, Inc. shall not be liable for any damage or injury to the Homeowner-in-use, or his/her guests howsoever caused nor shall the Association be responsible for any accident to the Homeowner-in-use or his/her guests. The Homeowner-in-use agrees that he/she will not hold the Association liable in any way, whether such accident occurs on the common ground, on any part of the recreational facilities, parking areas, or adjacent areas.

The undersigned agrees that it is solely responsible for all damage caused during the event to Association property. Association expressly preserves all claims against the undersigned pursuant to N.C.G.S. 47F- 3-107 for damage to the Association property, including without limitation, assessing the cost of repair to the undersigned and such assessable costs being deemed an assessment collectable as ordinary assessments of the Association secured by lien under N.C.G.S. 47F-3-116. The undersigned expressly waives and relinquishes any right to a hearing for the cost of the assessment for damaged Association property under N.C.G.S. 47F- 3-107 (d).

Owner Signature

Owner Signature

HOST LIQUOR LIABILITY AGREEMENT:

☆☆☆ MUST BE SIGNED EVEN IF NO ALCOHOL IS TO BE SERVED ☆☆☆

The undersigned hereby agrees to accept the Host Liquor Liability responsibility for _____
_____ (activity) held on _____ between the hours of _____ and _____
_____ and to hold the Green Level Crossing Community Association, Inc. harmless.

Signature: _____

Date: _____

Signature: _____

Date: _____

INDEMNITY AND HOLD HARMLESS AGREEMENT - Use of Facilities

Member:	Address:
	Phone and Email:
Facilities: 220 Brincefield Place, Cary, NC 27519	Event/Purpose of Use:
	Date and Time of Use:

In consideration of being permitted by Green Level Crossing (the “**Association**”) to use the facilities described above (the “**Facilities**”) at the date and time and for the event or purpose described above (the “**Use**”), the undersigned (the “**Member**”) executes this Indemnity and Hold Harmless Agreement (this “**Agreement**”) on the date written below and agrees to be bound by its terms and conditions. The Member accepts and assumes full responsibility for any risks, injuries, or damages, known or unknown, that the Member and/or its agents, representatives, employees, contractors, guests, invitees, or other participants of the Use (collectively, the “**Participants**”) might encounter or sustain because of the Use or utilization of the Facilities for the Use. Neither the Association nor its agents, employees, directors, officers, non-Participant members, representatives, partners, affiliates, successors, and assigns (collectively, the “**Association Parties**”) shall be liable for, and the Member waives, releases, and forever discharges the Association Parties from, any existing or future claims, demands, causes of action, damages, losses, liabilities, obligations, costs, and expenses (including attorneys’ fees) (“**Claims**”) that in any way arise out of or relate to the Use or utilization of the Facilities for the Use. The Member agrees to indemnify, defend, and hold harmless the Association Parties from and against any and all Claims arising out of or related in any way to: (i) the Use or utilization of the Facilities for the Use; (ii) the failure of the Member or a Participant to comply the rules and regulations of the Association, including, without limitation, any rules related to use of the Facilities; (iii) claims for bodily injury, property damage, or otherwise made or brought by a Participant or by anyone on behalf of a Participant that arise out of or relate in any way to the Participant’s access to the Facilities or participation in the Use; and (iv) the Member’s negligence or intentional misconduct. The Member agrees to promptly reimburse the Association for costs incurred to repair any damage to the Facilities occurring during the Use. The foregoing waivers, releases, indemnities, and other legal obligations apply regardless of whether any Claims are caused in whole or in part by the negligence of the Association Parties. The Member agrees that if any part of this Agreement is found to be void or unenforceable, the remaining portions remain in full force and effect. The Member understands that if the Member does not want to take these risks or cannot afford to risk any incident or occurrence, the Member should not sign this Agreement and should avoid its terms and conditions by choosing not to utilize the Facilities for the Use.

MEMBER:

Signature

Date

Print Name

CLUBHOUSE RENTAL CHECKLIST

If any items on this checklist are not followed for your rental, then GLC HOA Association may assess charges as appropriate. The HOA reserves the right to refuse rental to homeowners who misuse and/or abuse the clubhouse. Refer to the full Agreement for full terms of the rental requirements. Any violation of the Agreement and/or Checklist may result in additional fees, including separate fees for each infraction.

Renters are required to initial each item and sign this checklist upon completion of their rental and submit it to Omega.

Check-In

- No tape, tacks, staples, nails, etc. are permitted on any painted surfaces for decorations.
- Renter must check for cleanliness and damage. Items of concern must be conveyed **prior** to the start of the rental via email to the contact below and submit any necessary photos. (Your email will serve as a timestamp of items existing prior to your event; Omega will respond during normal business hours.)

During the Event

- Guests are not to access the entire lower level (gym) of the clubhouse.
- All doors and windows to remain closed. **If the front door is propped open, an additional fee of \$100 will be assessed.**
- No candles or fireworks inside or outside of the center.
- Comply with the Town of Cary noise ordinances. All illegal activity is prohibited.
- Rental of the clubhouse does not include use of the swimming pool or pool deck. No part of the pool area can be accessed during the rental. Pool furniture or pool items shall not be used in the clubhouse.
- No additional furniture can be brought inside of the clubhouse to avoid damages from moving furniture.
- Thermostats (kitchen and main room) can be adjusted during the event if they are reset at Check-Out.

If noise or other complaints or damages are validated during the event, the HOA reserves the right to terminate renter's contract and event without any refund.

Check-Out

- Renter is responsible for returning the center to its original condition immediately after the rental.
- All furniture and decorations returned to their original location. Decorations must be removed.
- Pool table cover is placed on pool table.
- All floors swept (broom and Swiffer is provided) and spills cleaned up.
- All counter tops and walls wiped and free of dirt/smudges.
- Clean microwave by wiping with a wet cloth inside and out to remove all food items or spills.
- Clean and turn off all kitchen appliances (ovens, dishwasher).
- All bathrooms checked for cleanliness.
- All personal items (food trays, etc.) must be removed from the premises at the conclusion of your event. Any items left on premises or in refrigerators will be disposed of at the renter's expense.
- All garbage must be disposed of in the provided trash and recycling bins. Any additional garbage or recycling that cannot fit in the provided bins must be taken away by the homeowner.**
- Replace trash bags in kitchen garbage cans.
- Thermostats (kitchen and main room) are set back to 78 Hold (Summer) and 60 Hold (Winter).
- Turn off all lights.
- All windows & doors must be locked, including main vestibule doors and interior bathroom doors. **Automatic \$100 fee assessed if windows and/or doors are not locked.**

The renter is financially responsible for damage incurred at the clubhouse or surrounding area during the rental period. Email concerns to Omega: Elaine@omegamgmt.com

Renter: _____ Date: _____