



Kitts Creek Homeowners Association
Clubhouse Reservation Agreement
(Effective June 17, 2022)

Homeowners Name: _____

Address: _____

Phone Number: (H) _____ (C) _____

Email: _____

Date of Reservation: _____ Kitchen needed? ____Yes ____No

Activity Planned: _____

Please Initial in the box for Chosen Package

Package A (30 people maximum)	Package B (75 people maximum)
Number Attending (Maximum of 30) _____	Number Attending (Maximum of 75) _____
Available: 5 hour block of time (including set up and clean up) anytime between 10:00 am-11:00 pm	Available: 7 hour block of time (including set up and clean up) anytime between 10:00 am-11:00 pm
Hours Requested for Event: _____	Hours Requested for Event: _____
Fees that must accompany this contract include:	Fees that must accompany this contract include:
Usage Fee (non-refundable) - \$100.00	Usage Fee (non-refundable) - \$350.00
Deposit (refundable) - \$400.00	Deposit (refundable) - \$400.00
Total: \$500.00	Total: \$750.00
Initial _____	Initial _____

Seating Capacity

Maximum number of people who may attend is 30 or 75 depending on Package selection.

Clubroom furniture includes five 48" round tables, 24 wood chairs (4 at each table), 6 upholstered chairs, four end tables, two coffee tables (2 square and 2 small rectangles), two 3-seat sofas, two 2-seat sofas and one ottoman. There are 53 folding chairs & 5 folding tables (6' long) for rental use stored in the closet of the clubroom. DO NOT MOVE THE CART THAT THE CHAIRS ARE STORED ON. Any damage caused by moving the cart is subject to possible fines.

Additional Information (Initial and Sign)

CLUBHOUSE RESERVATION RULES & GUIDELINES (Revised March 1, 2022)

The following rules have been established to ensure maximum enjoyment of the facility by members of the Kitts Creek Homeowners Association.

Reservation Procedures & Liabilities

1. Only Kitts Creek Residents who are in good standing (i.e., current on assessments/fines) with the Association may rent the clubhouse. The clubhouse is not available for use by anyone who is not a member of the Kitts Creek Homeowners Association (homeowner) or their renters.
2. Reservation requests for use of the clubhouse should be submitted to CAS, Inc. at least **two weeks prior** to the requested date. Clubhouse reservations can be made by contacting the Kitts Creek onsite HOA office at 919-659-1214 or via email at kittscreek@casnc.com. Checks should be made payable to Kitts Creek HOA and sent along with the signed contract to CAS, Inc. via US mail or hand-delivered to Amber Muncey at the Kitts Creek Clubhouse, Monday-Friday. HOA office hours are 9:30 AM-6:00 PM.
3. Please note "Clubhouse Rental" on the subject line of the check for accounting purposes. There is a drop-off slot in the Kitts Creek Clubhouse office door if delivered after business hours. **The rental check must be in the homeowner's/renter's name only. Business checks or third party checks will NOT be accepted.**
4. Reservations are taken on a first-come, first-serve basis, and reservations are only guaranteed upon receipt of the reservation contract **and** payment.
5. A resident reserving the clubhouse **must be present for the entire time** during the reservation period.
6. Clubhouse reservations do **not** include the use of the pool, gym, or gazebo. Children must be supervised at all times, and are ***not allowed to play in the hallways, foyer, fitness room, yoga room, or any additional rooms in the building.*** The foyer is not for rent (or available for any party decor.)
7. The clubhouse can only be reserved for one event per day. Each resident can rent the space a maximum of twice per year. Any event must be concluded, cleaned up, and the room vacated by 11 PM.
8. There is a total Clubhouse rental payment due at the time of reservation. This includes a refundable deposit and a rental fee for use of both the kitchen and large clubhouse room. (Totals vary depending on the Package selected.) If the clubhouse is left in the same condition it was received, i.e. floors vacuumed, trash bins emptied, and there are no complaints, damages, rules ignored or necessary repairs or maintenance required as a result of the event, then the deposit will be refunded in full within two weeks. However, if the clubhouse is not left in an acceptable condition, or there are complaints, broken rules, repairs, or some type of service maintenance is required as a result of the event, the entire deposit, or a portion of it, may be applied toward fines or repair costs. The deposit does not cover the cost of damages, required maintenance, or service to remedy an issue resulting from the event and thus any additional amount will be assessed to your account.
9. Agreement must include initials where applicable.
10. The resident reserving the space is responsible for making sure the space is left clean and that all trash is removed or placed in the trash containers provided outside the South entrance (by the pool entrance). The kitchen may not be reserved by itself. There is a vacuum, broom, trash bags, and cleaning wipes located in the clubroom.
11. Please wipe down the kitchen area and bar to remove excess food or drink and vacuum any crumbs. In the event there are additional costs to return the clubhouse to its original condition, those costs will be paid from the clubhouse deposit and/or charged to the homeowner's account.

12. In the event of damages incurred to the clubhouse building, contents, or surrounding grounds during a reservation event, the full cost of repair and/or replacement of clubhouse furnishing and/or grounds and any applicable fines will be charged to the homeowner (whether damaged or missing as a result of the event.)
13. Accidents happen - if there is unavoidable damage that occurs during your event despite following all of the rules and provisions in this document and you bring it to the attention of the Assistant Community Manager, the HOA may decide to refund your deposit less the cost of the repair. If we find the damage and it was not brought to the attention of the HOA, you may be charged to repair the damage in addition to fines. Being upfront and working with us openly to resolve any issues will be appreciated.
14. Fees are fully refundable if notice of cancellation is given at least 14 days prior to the scheduled reservation. Cancellations made less than 14 days prior to the event may result in forfeiture of the entire reservation amount. This policy is in place to avoid last-minute cancellations that prevent other homeowners from making reservations.
15. The Kitts Creek Homeowners Association shall not be liable for any damage or injury to the homeowner in use or their guests however so caused, nor shall the Association be responsible for any accident to the homeowner in use who agrees they will not hold the Association liable in any way, whether such accident occurs on common ground, or any part of the clubhouse facilities, parking areas, or adjacent areas. The Association is not responsible for any damage, spoilage, or lost items that are part of the resident's party or event.
16. The Board of Directors reserves the right to deny the use of the clubhouse for any reason, including, but not limited to, delinquent payment of assessments and prior or current misuse of the facilities.
17. The Board of Directors, at its discretion, may waive or reduce the normal fee for functions sponsored by the Kitts Creek community or conducted for the sole benefit of the Kitts Creek Homeowners Association.
18. This rental covers only the use of the clubhouse clubroom facility and its contents.
19. The clubhouse is not a corporate/club/church event space. It is intended to be rentable by residents for personal events like birthdays, baby/bridal showers, anniversaries, family reunions, etc., and never on behalf of a non-resident nor any club, church, temple, association, charity, or business.
20. I understand that it is possible that the Kitts Creek HOA might need to close the clubhouse in certain situations including but not limited to storm damage or reinstatement of a municipal or statewide indoor mask mandate and if that occurs, my event will be canceled and my fees and deposit refunded in full.
21. I understand that the KC Clubroom may be rented only by current residents of Kitts Creek and if I have rented my property, my rights to use or rent any KC amenities have been passed to my renters and are no longer mine.
22. I understand that if I rent the KC clubroom in late November or all of December, the room might be decorated for the Christmas holidays and I will not be able to remove or move any of the decor.

Sign here to acknowledge reading all 22 provisions above: _____

RULES OF USE & FINES

Please Initial Acknowledgement for Rental Reimbursement & Fines

Zero Tolerance Actions that Result in Immediate Fines

No Glitter Allowed - \$300 fine: Initial: _____

No Balloons on Ceiling - \$200 fine: Initial: _____

No Setup or Guests in Gym, Yoga or Storage Rooms - \$300 fine: Initial: _____

No Setup in the lobby - \$300 fine: Initial: _____

No moving of any of the blue couches, end tables, coffee tables, upholstered chairs, lamps - \$400 fine: Initial: _____

Nothing to be Taped, Pinned or Stuck to the Walls - \$400 fine: Initial: _____

No more guests than maximum total for selected package - \$500 fine: Initial: _____

No one out on pool deck - \$500 fine: Initial: _____

Resident not truthful about purpose for the event (i.e. rented for nonresident/outside organization - see #19 above) - \$500 fine: Initial: _____

Party not ended and cleaned up on time - \$300 fine: Initial: _____

Resident under contract not present during entire reservation - \$300 fine: Initial: _____

Moving the rolling chair cart - \$100 fine: Initial: _____

1. No unlawful activity is to be conducted in the clubhouse. Initial: _____
2. Do not set up in the foyer of the clubhouse. Events are to be held inside of the main clubroom only. Initial: _____
3. No smoking is permitted inside the clubhouse. Initial: _____
4. No animals are permitted inside the clubhouse. Initial: _____
5. Furniture is not to be moved to any area outside of the clubhouse and none of the blue sofa seating area furniture is to be moved at all. Initial: _____
6. Tables & wooden or folding chairs rearranged inside the clubhouse **must** be returned to their original location. Initial: _____
7. Adequate adult supervision of minors is required at all times during a reservation. Initial: _____
8. Town Noise Ordinances must be observed. Be considerate of homes near the clubhouse. Initial: _____
9. Events open to the public or for which an admission is charged are strictly prohibited. Initial: _____
10. Remove all decorations, signs, and other personal belongings. Initial: _____
11. All balloons must be removed. Be especially mindful that helium balloons are not left on the ceiling. *If balloons are left on the ceiling, a fine will be incurred.* Initial: _____
12. Remove all trash on the porch and grounds resulting from your event and place it in the trash containers provided outside the South entrance (by the pool entrance). DO NOT leave food or garbage bagged inside the clubhouse. Initial: _____
13. At the end of your rental, please turn off all lights prior to leaving and see that all doors and windows are locked. Initial: _____

14. If there are any problems during the time the clubhouse is reserved, please contact CAS, Inc. at 910-295-3791 immediately. If this is after normal business hours, follow the prompts to reach the On Call Manager.
Initial: _____
15. Advise all guests to park in the clubhouse parking lot. Once the parking lot is full, guests must park on one side of the street only as designated. Initial: _____
16. **Accessing any portion of the pool area during a clubhouse rental is considered trespassing and the renter will be subject to added fines. The pool is not included in any rental.** Initial: _____
17. In an effort to control the temperature inside the clubhouse year-round, please DO NOT prop the front doors open. To enable the units to function properly do NOT turn on the fans on the thermostats. Initial: _____
18. **Guests and children are not allowed in the fitness room or yoga room. These areas are off-limits during a rental.**
Initial: _____
19. **Do NOT remove wires or cables from TVs in any room or disconnect any equipment.** Initial: _____
20. **No food is permitted outside of the clubroom and kitchen.** Clubroom renters must not allow any food to be brought to any bathrooms, the lobby, anywhere in the fitness areas, or outside of the clubhouse (i.e. Front porch, playground, Gazebo). Initial: _____

Additional penalties can be charged for violation of any of the above items or other unforeseen infractions.

Initial: _____

The Kitts Creek Homeowners Association shall not be liable for any damage or injury to the resident in use or their guests however so caused; nor shall the Association be responsible for any accident to the resident in use who agrees they will not hold the Association liable in any way, whether such accident occurs on common ground, or any part of the clubhouse facilities, parking areas, or adjacent areas. The Association is not responsible for any damage, spoilage, or lost items that are part of the resident's party or event. This rental covers only the use of the clubhouse facility and its contents. **Children must be supervised at all times and are not allowed to play in the hallway, foyer, fitness room, yoga room, or any additional rooms in the building. THERE ARE CAMERAS IN ALL OF THESE LOCATIONS. IF COMPLAINTS ARE RECEIVED OR VIDEO FROM THE EVENT SHOWS A LACK OF ADHERENCE TO RULES, FINES MAY BE ASSESSED.** Any maintenance issues, problems, or emergencies must be reported immediately to Amber Muncey at (919) 659-1214, Monday - Friday from 9:30 AM - 6:00 PM, or to CAS, Inc. at (910) 295-3791. After Hours calls will be forwarded to the Emergency On-Call Manager.

I have carefully read and understand this Reservation Agreement and agree to be bound by its terms. I understand that I can rent this space only for personal events and by signing below I confirm that I have not rented this space on behalf of a non-resident or any outside organization (i.e. church, temple, club, charity, association, etc.). Further, I understand that I can be assessed a significant fine for misrepresenting my purpose for this event.

Printed Name _____

Signature _____ Date _____

Please remember the Kitts Creek Clubhouse is owned by the HOA and located in a residential neighborhood. Loud PA systems, unruly guests, parking violations, etc. will not be tolerated. There is an Agent's Agreement between the HOA and the Morrisville Police Dept. The police will be contacted to address any violations of the law or Town Ordinances.