



Kitts Creek Homeowners Association
Clubhouse Reservation Agreement
(Effective December 1, 2023)

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 <i>including set up & clean up</i> anytime between 10:00 am-10:00 pm <i>(plus ONE additional hour grace period for a maximum occupancy of 6 hours)</i>	Available: 7 hour block of time <i>including set up & clean up</i> anytime between 10:00 am-10:00 pm <i>(plus ONE additional hour grace period for a maximum occupancy of 8 hours)</i>
Hours Requested for Event: _____	Hours Requested for Event: _____
Grace period: _____	Grace period: _____
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, 4 end tables (2 square and 2 small rectangles), two coffee tables, two 3-seat sofas, two 2-seat sofas, 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 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 tenants.
2. Reservation requests for use of the clubhouse should be submitted to CAS, Inc. at least **two weeks before** the requested date. Clubhouse reservations can be made by contacting the Kitts Creek 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 check's subject line 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-served basis, and reservations are only guaranteed upon receipt of the reservation contract **and** payment.
5. A resident reserving the clubhouse **must be present in the clubhouse for the entire reservation period.**
6. Clubhouse reservations do **not** include pool, gym, or gazebo use. 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 10 PM. There is a grace period of ONE hour after to help accommodate any delays or overages.
8. The total Clubhouse rental payment is due at the reservation time. This includes a refundable deposit and a rental fee for the kitchen and large clubroom use. (Totals vary depending on the Package selected.) If the clubhouse is left ***in the same condition it was received*** (floors vacuumed, trash bins emptied & clean bags placed inside, surfaces wiped down) and there are no complaints, damages, rules ignored, or necessary repairs or maintenance required as a result of the event, 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. 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 ensuring the space is left clean and 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. A vacuum, broom, trash bags, and cleaning wipes are located in the clubroom.
11. Please wipe down surfaces (kitchen counters, island counter, tables) to remove excess food or drink and vacuum any crumbs. If 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 unavoidable damage 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 reduce fines, 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 the 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 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 their own 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. If that occurs, my event will be canceled, and my fees and deposit will be 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.
23. I understand that I must inform my vendors (decorators, caterers, DJs, etc.) and my guests of these rental rules, and I agree that it is my responsibility to ensure that they are followed.
24. I understand that it is my responsibility to leave the facility as I found it, ready to be used by another renter.

Sign here to acknowledge reading all 24 provisions above: _____

RULES OF USE & FINES

Please Initial Acknowledgement for Rental Reimbursement & Fines

Zero Tolerance Actions that Result in Immediate Fines

No Glitter or Confetti Allowed (regardless of shape or size including plastic circles inside balloons)- \$300 fine: Initial: _____

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

No Setup or Guests in the 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, or lamps - \$400 fine: Initial: _____

No Taping, Pinning, or otherwise affixing anything to any wall - \$400 fine: Initial: _____

No people in excess of the maximum number for the selected package - \$500 fine: Initial: _____

No one is allowed on the 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 - \$100 immediate fine at the end of the grace period and an additional \$100 fine every 5 minutes thereafter (For example, 10 minutes past the grace period = \$300 fine, 15 minutes past the grace period \$400 fine, etc.): Initial: _____

Resident under contract not present in clubhouse 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 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 the clubhouse, and none of the blue sofa seating area furniture is to be moved. 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. No music should be audible outside of the building. Be considerate of homes near the clubhouse. Quiet hours in Morrisville begin at 9 PM. Initial: _____
9. Events open to the public or for which 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 bagged garbage 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 when the clubhouse is reserved, please immediately contact CAS, Inc. at 910-295-3791. If this is after regular 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 only on one side of the street 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. To control the temperature inside the clubhouse year-round, please DO NOT prop any doors open. To enable the units to function correctly, 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 or in the blue couch area.** Clubroom renters must not allow food to be brought to any bathrooms, the lobby, the fitness areas, the blue couch area, or outside the clubhouse (i.e. Front porch, playground, Gazebo). Initial: _____

Additional penalties can be charged for violating 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 my own personal events. 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.