

# KING'S COVE ASSOCIATION CLUBHOUSE RENTAL AGREEMENT

Organized activities or business meetings of the Association shall take precedence over individual reservations.

The Clubhouse may only be rented by residents in good standing with the Association. Resident(s) who are delinquent in paying monthly assessment fees, or any special assessment fees, and/or renters whose unit is similarly delinquent or has failed to file a current lease agreement with the association, are ineligible for Clubhouse rental. No commercial activities of any kind are to be held in the Clubhouse:

Article XI -Restrictions Section 1 states: No unit in the Condominium shall be used for other than single family residential purposes, and the Common Elements shall be used only for purposes consistent with such use. No Co-owner shall carry on any commercial activities anywhere on the premises of the Condominium, although Co-owners are allowed to have office in their homes, if it is not a violation of any ordinances or regulations of Rochester Hills, does not involve additional traffic and congestion within the condominium; does not disturb other Co-owners; does not involve additional expense to the association (such as utility charges and insurance), and does not violate any other provision or restriction contained in the condominium documents.

Your payment and completed contract must be received by the Clubhouse Director **at least** three (3) weeks in advance of the party in order to secure your date. The check should be made payable to: **King's Cove Association, You must include your signed contract with your check. No keys will be issued otherwise.**

The Kings Cove resident responsible for the reservation of the Clubhouse must be in attendance **AT ALL TIMES**, and anyone under 18 years of age must be accompanied by a parent or authorized adult.

The resident is also responsible for reporting any damages to the Clubhouse Director or on-site office immediately. The renter will be advised of any damages determined during cleaning or inspection within thirty (30) days of the rental date. The renter will be held responsible for all damages in excess of the retained security deposit. Any and all repairs will be accomplished by the Association, all costs will be the responsibility of the resident, and must be paid within ten (10) days of notification. The security deposit is applied to all costs incurred and may be nonrefundable for violations of the contract or clubhouse rules. If the contract rules are violated, clubhouse rental rights will be terminated for your unit.

Keys may be picked up the day of the function and must be returned no later than noon the following day. All functions must formally end no later than 12:00 a.m. If a complaint is registered with either a co-owner or the police, the party may be concluded by notice of the Clubhouse Director. The Association retains the right to terminate the function at any time.

Rental fees are as follows: \$450.00 which includes a \$200 security deposit, cleaning fee and rental fee.

The on-site office will refund the security deposit (\$200) at the beginning of the month following the month in which the party was held, provided there are no charges for damages, alarm activation, extra cleaning or other reasons.

The renter will be responsible for any and all charges which result from the Clubhouse alarm being improperly activated. (Please see separate page regarding the alarm system.) **THE ALARM IS ONLY TO BE OPERATED BY THE UNIT OWNER RENTING THE CLUBHOUSE.**

Also, please note:

1. Clubhouse Capacity: 120, Parking Lot Capacity: 50
2. **The renter is responsible for bagging all refuse at the conclusion of the function and removing all belongings and decorations.** Garbage bags are available in the kitchen cupboard. Deposit filled bags in the large garbage bins **outside** by THE DRIVEWAY TO THE GARAGE. **Any bags not placed into a garbage bin with the lid closed will be assessed a \$10.00 clean up fee PER BAG.**
3. **All furniture must be returned to its original location.** The TV must be returned to its original settings.
  - a. Return folding tables, chairs, and leaves for tables to the storage closet the way you found them.
  - b. The smallest (42") round tables belong in the back, lower room. Please make sure the tables are returned to their correct locations after the event.
  - c. All cans & bottles must be bagged and removed from the Clubhouse by the renters.
  - d. All items belonging to your caterer or party equipment rental service must be removed from the Clubhouse immediately after your party.
4. Rental does not include pool privileges, and private pool parties are not allowed.
5. No animals are allowed in the Clubhouse or adjacent pool enclosure at any time.
6. The sliding doors and/or all doors are to be kept closed when the heat or A/C is on.
7. No hanging of banners or posters is permitted on the Clubhouse painted walls, ceilings or light fixtures. **Do not use anything, including tape or any sticky material, on the painted walls.** If this rule is broken, any damages will be assessed to the renter.
8. Please do not use any type of glitter or metallic table confetti. The vacuum cannot pick this up!
9. The cleaning fee is meant to cover a general clean up and sanitize. It does not cover food on floors, excess messes left by party, spills on carpet, etc.

It is the desire of the Board of Directors that in order to minimize the risk to the Association, all persons must use great discretion in the consumption of alcoholic beverages and, therefore, request that the use of such alcoholic beverages be limited to "family type" activities.

**The use, consumption, or distribution of any alcoholic beverages on the premises surrounding the Clubhouse area is strictly forbidden. Further, the renter hereby agrees to indemnify and hold harmless King's Cove Association, the Board of Directors of King's Cove Association, their agents, employees, assigns, successors, and each co-owner from all liability in law or in equity, which arises in connection with the usage of alcoholic beverages in the Clubhouse or on the common**

**elements pursuant to this contract, including costs, attorney fees, and other expenses attendant to the legal representation of those indemnified and held harmless hereto.**

Do NOT leave any bagged garbage loose outside of the Clubhouse! As stated earlier, please put your bagged trash in the large garbage carts outside by the driveway to the garage. Thank You.

In case of emergency please call the emergency line at 800-821-8800.

**NO GLITTER OR TABLE CONFETTI ALLOWED**  
**Please return thermostat settings to original temperatures**

**You will be provided a checklist when you pick up the key. This is to be completed at the end of your rental. This MUST be completed and returned with the key. If it is not your security deposit will be forfeited.**

**Please return this completed sheet along with payment to the Clubhouse Director.**

**Keep the rest of the contract as reference.**

I have read, understand, agree with, and accept the rules and regulations as outlined in this Rental Agreement. Any misrepresentation will result in immediate cancellation of the reservation and forfeiture of the deposit.

Furthermore, I understand the workings of the alarm system, and accept the responsibility of proper opening and lock-up. If the alarm is triggered during your party or party set up or clean up your deposit will be automatically forfeited. If King's Cove is assessed by the City of Rochester Hills, an amount greater than the deposit, you will be billed the extra amount.

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

Address \_\_\_\_\_

Phone \_\_\_\_\_

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

Reservation Date \_\_\_\_\_ Function Size \_\_\_\_\_

Purpose of Function \_\_\_\_\_

Approximate Begin and End time \_\_\_\_\_

For Clubhouse Director:

Payment Received \_\_\_\_\_

Damages \_\_\_\_\_

Inspected by \_\_\_\_\_