

Clubhouse Use & Application

Current as of: 10/18/2024

For more information, contact: RFC@thespringsathighrock.org

Introduction

The Springs at High Rock Homeowners Association, Inc. (Association) allows exclusive use to The Springs Clubhouse (Clubhouse) equipment and furnishings to SHR Property Owners, at least 21 years old and in good standing with the HOA (Applicant). This document provides information relative to informed decisions by the Applicant and the Association. The Clubhouse may be reserved for private use for one or more days. And the Applicant is solely responsible for their own and their guests' actions before, during and after the event.

Applicant Information

Date of Application _____
Type of Function _____
First Name _____ Last Name _____
Springs Address _____
Email _____ Phone _____
Mailing Address _____

Duration of Event | Date(s) & Time

The Clubhouse is *closed* to group functions on:

New Year's Eve/Day Easter Memorial Day Weekend
July 4th (Weekend) Labor Day Weekend Thanksgiving Christmas Eve/Day

- Three-Days: Start Date: _____ End Date: _____
 One-Day: Date: _____

Use Hours

The Clubhouse will be available for use between the hours of 9:00AM and 10:00PM ET Sunday through Thursday and between the hours of 9:00AM and 11:30PM on Friday and Saturday except on the days listed as *closed* above.

Applicant understands that continued use of the Clubhouse outside of these hours will constitute a breach of this Agreement and may result in forfeiture of their security deposit.

Note: All set-up and clean-up must be performed during the use hours of the event dates.

Noise Ordinance

In deference to the neighbors and people using other facilities, applicant must keep noise to a minimum. Music must not be audible from the exterior of the Clubhouse after 10:00PM Sunday through Thursday and 11:00PM on Friday and Saturday. At any time during the event, if the Applicant receives a request from a homeowner to lower the volume of the music, they should respect the request and comply. Applicant understands the Sheriff's department may be called to respond if the noise issue is not resolved.

Gate and Clubhouse Access

Upon approval of the application, the RFC Event Coordinator will contact the Applicant and provide them with instructions for event guests to access the HOA gate, instructions to open (unlock) and (close) the Clubhouse front door, and instructions to disarm and arm the security alarm.

Only the Applicant will open (unlock) and close (lockup) the Clubhouse. This responsibility **may not** be delegated.

Process

1. Read and complete this application form. Sign before taking the next step.
2. Send the form (all pages) electronically to the Recreational Facilities Committee (RFC) at RFC@thespringsathighrock.org.
3. The RFC will review your good standing status, check calendars for availability and respond to you within four business days on availability. An RFC member may reach out to you directly via phone if clarification is needed.
4. Make payments. Note: two different payments (the Use Fee and the Security Deposit) via checks are required:
 - a. Please mail a hardcopy of this form and the Use Fee payment (Payable to "The Springs at High Rock HOA"): to:

The Springs at High Rock HOA
Attn: Treasurer
P.O. Box 1226
Denton, NC 27239

- b. The RFC Clubhouse Event Coordinator will be in touch with you electronically upon receipt and review of your application. Details on how to remit the Security Deposit (payable to “The Springs at High Rock HOA”) will be shared with you at this time.
5. Upon receipt of both payments and HOA approval, your application is approved.
6. If post-event requirements have been met for your security deposit to be refunded, expect the security deposit to be returned within two weeks of the end date of your event.

Fees

Applicant agrees to pay an event use fee (of \$200, \$300, or \$1,250 as described below), plus the refundable security deposit (of \$500 or \$1,000 as described below) for the use of the facility. The reservation is not confirmed until all monies are paid and this application is signed and approved. Any applicant check returned for insufficient funds will be charged a \$25 fee per check.

One-Day Event Fees

Refundable Security Deposit = \$500

Use Fee = \$200 – Parties Up to 25 Persons

\$300 – Parties of 25+ Persons Up to 100 (max. per fire code)

Note: A maximum of two consecutive One-Day Events is permitted

Three-Day Event Fees

Refundable Security Deposit = \$1,000

Use Fee = \$1,250 – Parties Up to 100 (max. per fire code)

Security Deposit Fees

Applicant understands and agrees that the refundable security deposit of \$500 for one-day use

or \$1,000 for three-day use may be used to pay for extraordinary cleaning costs and all damages resulting to the Clubhouse, its contents, and other portions of the property from actions of persons attending or related to the event. If the cost of repairs exceeds the amount of the deposit, applicant agrees to pay the Association the full cost of repairs within 10 days of receipt of a written explanation of the damages and a bill from the Association for such repairs.

Cancellation Fees

Three-day event: The reservation fee will be refundable only if the reservation is canceled no later than 30 days before the start date of the event.

One-day event: The reservation fee will be refundable only if the reservation is canceled no later than 10 days before the start date of the event.

Additional Fees

The fees listed below may be charged if guidelines and usage indicated within the signed contract are not followed – ALL ARE SUBJECT TO CHANGE.

Please note that not all possible charges are listed.

- Failure of Applicant to remain in attendance during entire event including set-up and clean-up results in the forfeiture of \$500 one-day use or \$1,000 three-day use security deposit
- Lost key - \$500 (All locks will have to be rekeyed.)
- Smoking violation - \$100 per incident
- Keys returned late - \$100 per day
- Doors left unlocked or unsecured - \$100 per door
- The thermostat not reset - \$100
- Final cleaning not performed or incomplete - \$200
- Lights left on - \$100
- Trash not removed - \$100
- Alarm not set - \$100

Applicant's Responsibilities

Applicant assumes all responsibility, risks, liabilities, and hazards incidental to the activities conducted at the event (including, but not limited to, the serving of alcoholic beverages) and hereby releases and forever discharges the Association, its officers, directors, employees, agents, and members (past, present, and future) from any and all claims, costs, causes of

action, and liability for personal injury or death and damage to or destruction of property arising from their use of the Clubhouse and the surrounding property.

Only the Applicant will open (unlock) and close (lockup) the Clubhouse. This responsibility **may not** be delegated.

On the day(s) of the event, the Clubhouse is available for use as noted above – type of event, date and hours. Applicant understands that continued use of the Clubhouse outside of these hours will constitute a breach of this Agreement and may result in forfeiture of their security deposit.

No one under the age of 21 will be served or allowed to consume alcoholic beverages.

Applicant agrees to indemnify and hold harmless the Association, Cedar Management Group, and their employees for all claims and liabilities related to their reservation.

In the event the event requires cancellation, the Applicant will contact the RFC Event Coordinator via email as quickly as possible. No reason for cancellation is necessary. Appropriate cancellation fees will apply.

Applicant understands that they are being granted the exclusive use of the Clubhouse for the time period requested subject to the right herein reserved by the Association to enter the Clubhouse and terminate their use immediately should the conduct of any person using the facility endanger the health, safety, or well-being of any person or constitute a threat to any property.

Applicant understands that the Clubhouse will be used for lawful purposes only and that any conduct at the function they are sponsoring does not violate any federal, state, or local laws or ordinances.

Clubhouse Standards and Expectation of Use

The safety, health, and comfort of all members are the basic objectives of following Clubhouse Standards. These standards were prepared by the Recreational Facilities Committee (RFC) and approved by the Board of Directors. It is the duty and responsibility of all HOA members, their children, and guests to comply with these standards.

- The Applicant reserving the Clubhouse must host the event and must be present at all times including setup and cleanup. Failure to do so will result in the loss of the security deposit.**
- Private use (aka Rental) of the Clubhouse **does not include** use of the swimming pool, hot tub, or tennis/pickleball courts. Non-member guests are not allowed in these areas at any time.
- Guests must remain in the Clubhouse area and not wander through the residential or common areas.
- Wet swimsuits and/or pets (with the exception of service dogs) are not allowed inside the Clubhouse at any time.
- Smoking (tobacco, vape, other) is NOT allowed in the Clubhouse or the surrounding HOA grounds. Smoking is only permissible inside private vehicles.**
- Shoes and shirts are required to be worn while inside the Clubhouse.
- Decorations:
 - No paint, tape, or tacks are allowed on walls, floors, furniture, or ceilings.
 - If helium balloons are used in the Clubhouse, they must be attached to a streamer of at least 25 feet to prevent loosened balloons from becoming unrecoverable in the rafters. Unrecoverable balloons left overnight may cause false activation of the alarm system.
 - Glitter and confetti may not be used in the Clubhouse due to the difficulty in removing it from the furniture fabric, carpets, and rugs.
- Guests must park legally in the Clubhouse parking lot. Vehicles parking on the streets or easement areas of Tor Court due to parking lot overflow must not at any time block driveways, damage landscaping, or impede access by emergency vehicles. Discovery of any such occurrence may result in the vehicle's being towed away at the owner's expense. Vehicles must be parked in accordance to the [SHR Parking Rules & Regulations](#).
- At Association functions, alcoholic beverages are permitted only on a "bring-your-own basis and are to be consumed only by persons 21 years of age and older.

- ❑ Items left in the Clubhouse after the final cleanup becomes the property of The Association.
- ❑ **No glass containers** are allowed on the front steps, rear steps, or deck areas of the Clubhouse. Broken glass resulting from falling from the Clubhouse deck may require closing the hot tub and pool for draining, vacuuming and refilling.
- ❑ Furniture & Fixtures:
 - Interior Clubhouse furniture is to remain inside during the event. It may be rearranged. At the conclusion of the event, all furniture must be returned to its original location.
 - All lights must be shut off, fireplace burners turned off, final cleanup performed, the thermostat reset, all doors and windows locked and secured, and the alarm set.
- ❑ All trash must be removed from the interior and exterior of the Clubhouse and taken with the Applicant. The Clubhouse does not have trash pickup service, nor or does it have its own dumpster. Do not dispose of trash in a construction dumpster. Use the attached Clubhouse Clean Up Checklist for reference.
- ❑ Firearms or other weapons are strictly prohibited inside the Clubhouse or on the common Clubhouse property at any time.

Clubhouse Clean Up Checklist

(Please use this list for reference to ensure the return of your security deposit.)

The Applicant is expected to complete a thorough, final clean-up to return the facilities to the condition that they found it. In addition, all food, beverages, containers, other goods that were brought in for the event, and any garbage generated at the event's ending, must be removed by Applicant.

- No debris of any kind (crumbs, dirt, trash, grass, etc.) or liquids on any floor – including kitchen, common area and bathrooms. If any sticky substance is applied/spilled on any surface, it is expected that the Applicant will apply the proper cleaning agent to remove the substance without damage to the surface.
- Kitchen cabinets and countertops clean.
- Appliances clean and turned off except for refrigerator.
- Refrigerator clean. All food or drink placed in the refrigerator removed. No food or drinks left behind.
- Sinks clean.
- Tables and chairs left clean, and all furniture returned to its original place.
- Outside deck cushions neatly placed inside the Clubhouse.
- Surrounding grounds in order (i.e., no trash or debris in landscaping beds).
- Decorations removed. Overall facility conditions inspected.
- Lights and fans off. All doors and windows (including bathroom windows) closed and locked.
- All garbage removed from facility.
- Fireplace screen on. Fireplace turned off. Ashes removed if wood-fire used.
- This checklist and any keys returned to the RFC Event Coordinator (or another pre-determined Association Representative) by no later than 9:00PM the day after the event.
- Both thermostat controls reset (80° in the summer / 60° in the winter).
- Security alarm system activated.

Acknowledgement

I, _____, hereby have read, understand and accept the above terms and conditions for using the Clubhouse; and submit this application.

Applicant Signature

Date

RFC Representative

Date

Approved

Denied - Reason

For SHR use only:

Date received:	
Applicant verification:	
Payment received:	
Applicant notified:	
Security notified:	
Access granted:	
Event added to Calendar:	
Event occurred:	
Clubhouse checked:	
Security deposit returned:	
Security deposit kept:	
Additional fees incurred:	

Notes:	
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