



8925 Deer Creek Boulevard
Montgomery, AL 36117

Phone: 334-270-3337 Fax: 334-270-3379 E-mail: info@deercreek.net

Amenity Center Rental Agreement

Rental Guidelines and Fee Schedule

Rental (No alcohol being served)

Security Deposit Required \$300.00
Rental Fee (No alcohol) \$150 (Flat rate beginning @ 8am-11pm)

Rental (Alcohol will be served & Security on-site)

Security Deposit Required \$300.00
Rental Fee \$150 per day (Flat rate beginning @ 8am-11pm)
PLUS
Alcohol fee \$30.00/hour with a four (4) hour minimum

An additional fee of \$50 will be taken from the security deposit if residents are not vacated the premises by 11pm.
Initial: _____

Note: Rental fee includes all expenses related to the rental of the Clubhouse and cannot be waived.

*** Payments must be received from Deer Creek HOA Members only. Cash and Credit Cards are not accepted. Security Deposit and Rental Fee checks should be made payable to Deer Creek HOA, Inc. Two separate checks are required for Security Deposit and Rental Fee.***

Room Capacity: 100 people

Member Information

DEER CREEK HOA MEMBER NAME: _____

ADDRESS: _____

PHONE #: _____ EMAIL: _____

WOULD YOU LIKE THE SECURITY DEPOSIT _____ SHREDDED OR _____ AVAILABLE FOR PICKUP. CHECKS WILL BE DESTROYED IF ON FILE 2 WEEKS AFTER THE DATE OF THE RESERVATION.

Reservation Information / Rental Guidelines

TODAY'S DATE: _____ DATE OF EVENT: _____

TIME RESERVED FOR CLUBHOUSE: _____ (Set up and take down time for an event is part of reservation time. Therefore, any time needed to set up or take down for an event must be within the designated reservation time.)

ACTUAL TIME OF EVENT: _____ # OF GUESTS _____

TYPE OF EVENT: _____

MUSIC OR ENTERTAINMENT: YES / NO _____
(IF YES, PLEASE REFER TO AMENITY CENTER RULES & REGULATIONS.)

FOOD & BEVERAGE: YES / NO _____
(IF YES, PLEASE REFER TO AMENITY CENTER RULES & REGULATIONS.) **Frying food and/or bringing oil into clubhouse is not allowed. _____ (Initials)**

WILL ALCOHOL BE SERVED: YES / NO _____
(IF YES, SECURITY SERVICE MUST BE PRESENT. PLEASE REFER TO AMENITY CENTER RULES & REGULATIONS.)

It is the sole responsibility of the Member to pick up a Clubhouse key no earlier than one week – seven (7) days before the event. Keys can be picked up at the Deer Creek Information Center.

Key pick up hours are Monday – Thursday 8:30 a.m.- 5:30 p.m. and Friday 8:30 a.m. -12:00 p.m. Keys will not be distributed on weekends.

Please note the following important information:

- ◆ Reservations are available to Members of the Deer Creek Homeowners' Association. Management may request proof of residency before a reservation can be made. Reservations will not be made for Members with outstanding Homeowners' Association dues. All guests must be accompanied by the Member of the Association reserving the Clubhouse.
- ◆ Reservations can be made by contacting the Information Center at **270-3337** at least fourteen (14) days prior to requested reservation date to check availability or you may e-mail your request to info@deercreek.net. If you are e-mailing your request, please put "Clubhouse Reservation" in the subject line. (Email request will not confirm the requested reservation. Members must comply with all reservation guidelines for a reservation to be confirmed.) If the requested date and time are available, a reservation will be made. A rental agreement, rental fee and security deposit must be on file for the reservation to be confirmed.
- ◆ A rental agreement must be completed and all rental payments received by the Information Center Staff fourteen (14) days after the date the reservation is made, or no later than five (5) days prior to the reservation date, whichever comes first. Failure to complete an agreement and submit fees within the specified time will result in CANCELLATION of the reservation. Security Deposit and Rental Fee must be two (2) separate checks.
- ◆ Management must be notified of the need for security service at least fourteen (14) days prior to the date of the event. If Management is given notice less than fourteen (14) days prior to the date of the event, permission to serve alcohol will be declined.
- ◆ Reservations will not be taken more than six (6) months in advance.
- ◆ Cancellation of Reservations – In the event that the HOA Member is not going to be able to use the amenities as reserved, Member must notify the Information Center at 270-3337 or at info@deercreek.net so that arrangements can be made with the companies that service the amenities. **All cancellations must be made at least ten (10) days prior to the event. If Management does not receive appropriate confirmation of the Clubhouse cancellation within ten (10) days prior to the event, the homeowner will forfeit \$50.00 of the Security Deposit.**
- ◆ It is the sole responsibility of the Member to pick up a clubhouse key no earlier than one week -seven (7) days before the event. Keys can be picked up at the Deer Creek Information Center office. **Key pick up hours are Monday – Thurs 8:30 a.m. – 5:30 p.m., Friday 8:30 a.m. – 12:00 p.m.** Keys will not be distributed on weekends.
- ◆ Keys must be returned to the Deer Creek Information Center. All keys must be returned the next business day after the reservation date. Keys may be placed in the drop box located outside the Information Center or may be returned to a Member of the Information Center Staff. The cleaning and security service providers are not permitted to accept the return of a Clubhouse key. If the key is not returned as outlined above, a \$50.00 fee will be taken from the Member's security deposit.
- ◆ The damage deposit check may be returned upon satisfactory inspection of the Clubhouse. Deer Creek Management will not return the damage deposit check until a written inspection report is on file. (Inspection reports will be provided by the companies that service the amenities). All keys must be returned the next business day after the

reservation date. However, the damage deposit check may not be available until five (5) to seven (7) days after the Clubhouse Reservation date.

- ◆ All events must end at the designated reservation time. If a Clubhouse event continues past the designated reservation time and the cleaning service is unable to access the facility as scheduled, or the security service has to remain on-site past the designated reservation time, there will be an additional fee of \$150.00 taken from the Member's Security Deposit and the Member will be charged at the regular hourly rate for the additional event time.
- ◆ Tape, string, and all other items used to hang decorations must be removed at the end of the event.
- ◆ The refrigerator and freezer must be cleaned out before you go, as well as any cabinets or drawers you use.
- ◆ Furniture may be moved around within the Clubhouse doors to accommodate the Clubhouse event. However, all furniture must be returned to its original location. Please use caution when moving furniture. Furniture is not to be placed on tile floor, nor placed outside the clubhouse. (Dragging furniture across the floors, carpet or tile, can cause damage.) If all furniture is not returned to its original location at the end of the reservation, a charge of \$65.00 will be taken from the Member's Security Deposit. The cost to repair any damage to the Clubhouse property as a result of Member moving furniture will be taken from the Member's Security Deposit.
- ◆ Deer Creek Clubhouse / Gathering Hall Rules & Regulations must be followed by Members and are considered as a part of this Rental Agreement. Failure to adhere to these rules may cause the loss of Clubhouse privileges. (See Amenity Center Rules & Regulations.)
- ◆ The Information Center Staff will not sign for any rentals (i.e. tables, chairs, etc.). The Member must be present to sign for all rentals. No rentals may be stored overnight. Rentals may only be delivered during the time of the reservation and must be picked up prior to the end of the reservation. The Deer Creek Homeowners' Association is not responsible for any items left on-site after the reservation. Items that are left inside the Clubhouse after the reservation time may be placed outside of the Clubhouse in a non-secure area. Any cost associated with relocating items left in the Clubhouse will be taken out of the Member's security deposit.
- ◆ Set up and take down time for an event is a part of the reserved time and will be charged at the regular hourly rate. Therefore, any time needed for set up or take down for an event must be within the designated reservation time. Members will not be allowed to access the Clubhouse until their designated reservation time. **In the event that a Member and/or Member's guests enter the Clubhouse prior to the reservation time, the Member will be billed for the time at the regular hourly rate. No exceptions.**
- ◆ It is the sole responsibility of the Member to inspect the Clubhouse and Amenity Center. If the Clubhouse and/or Amenity Center require attention, a member of the Information Center Staff should be notified prior to the start time of the event. If the Information Center is closed, Member must leave a message by calling 270-3337. The message must be received prior to the start time of the event. (i.e., damaged furniture, carpet stains, etc.) Rental fees will not be waived due to unforeseen mechanical problems (i.e., electrical, hvac, gas, etc).

HOLD HARMLESS AGREEMENT

I, _____ am a Member of the Deer Creek Homeowners' Association, Incorporated and am desirous of using a Deer Creek Amenity for an event to be supervised by me and my appointees; I have received and agreed to the items listed above and the Amenity Center Rules & Regulations of the Association. I further agree to indemnify and hold harmless the Association, its Directors, its Members, its Employees, its Agents, the Developer, its Agents and its Employees from any and all claims, losses, suits, damages, judgments, expenses, costs, and charges of every kind and nature, from any injury and damage to me or my guests resulting from the use of the amenities.

Signature of Member

Date Signed

Deer Creek Amenity Center
**Confirmation of Reservation and
 Acknowledgement of Terms and Conditions**
 (THIS FORM TO BE SIGNED BY MEMBER WHEN KEY IS PICKED UP)

Member Name: _____ **Today's Date:** _____ **Reservation Date:** _____

Time Reserved: _____ **Time of Event:** _____

Key Number: _____ **Key Return Date:** _____

1. Security must be present at any event where alcohol will be served. The security service will be required for the duration of the reservation at the expense of the Member. Management will coordinate all security service. Management must be notified of the need for security service at least fourteen (14) days prior to the date of the event. If Management is given less than fourteen (14) days prior to the date of the event, permission to serve alcohol will be declined.

2. Rental Fees:

<i>Rental (No Alcohol)</i>	
Security Deposit Required	\$300.00
Rental Fee	\$150 (Flat rate beginning @ 8am-11pm)
 <i>Rental (Alcohol will be served & Security on-site)</i>	
Security Deposit Required	\$300.00
Rental Fee	\$150 per day
Alcohol Fee	\$30.00/hour with a four (4) hour minimum

Note: Rental fee includes all expenses related to the rental of the Clubhouse and cannot be waived.

3. Set up and take down time for an event is a part of the reserved time. Therefore, any time needed to set up or take down for an event must be within the designated reservation time. Members will not be allowed to access the Clubhouse until their designated reservation time. **In the event that a Member and/or Member's guests enter the Clubhouse prior to the reservation time, the Member will be billed for the time at the regular hourly rate. No exceptions.**
4. All events must end at the designated reservation time. If a Clubhouse event continues past the designated reservation time and the cleaning service is unable to access the facility as scheduled, or the security service has to remain on-site past the designated reservation time, there will be an additional fee of \$150.00 taken from Member's Security Deposit.
5. It is the sole responsibility of the Member to inspect the Clubhouse and Amenity Center. If the Clubhouse and/or Amenity Center require attention, a member of the Information Center Staff should be notified prior to the start time of the event. If the Information Center is closed, Member must leave a message by calling 270-3337. The message must be received prior to the start time of the event. (i.e., damaged furniture, carpet stains, etc.) Rental fees will not be waived due to unforeseen mechanical problems (i.e., electrical, hvac, gas, etc).
6. All guests must be accompanied by the Member of the Association reserving the Clubhouse.
7. Keys must be returned to the Deer Creek Information Center. All keys must be returned the next business day after the reservation date. Keys may be placed in a drop box outside the Information Center or may be returned to a Member of the Information Center Staff. Security is not permitted to accept the return of any Clubhouse key. If the key is not returned as outlined above, a \$50.00 fee will be taken from the Member's security deposit.

 Signature of Member
 8/22/2018

 Date Signed

Important information regarding your Amenity Center Rental Agreement:

1. If **alcohol** is being served at your event, **on-site security is required.**
2. **Set up and take down time for an event is part of reservation time.** Therefore, any time needed for set up or take down for an event must be within the designated reservation time.
3. **All events must begin and end at the designated reservation time.** If a clubhouse event starts or continues past the reservation time and the cleaning service is unable to access the facility as scheduled, or the security service has to remain on-site past the reservation time, there will be an **additional fee of \$150.00** taken from the member's security deposit and the member will be charged at the regular hourly rate for the additional event time.
4. **All cancellations must be made at least 10 days prior to the event.** If management does not receive appropriate confirmation of the Clubhouse cancellation within 10 days prior to the event, the homeowner will be charged with a **\$50 cancellation fee** unless there is a documented bona fide emergency.
5. The amenity center rental includes **only** the Clubhouse, **not** the pool, veranda or playground area.
6. Furniture may be moved around within the Clubhouse to accommodate your event but it must return to its original location. **Furniture is not to be moved into the hallway.**
7. **Rental fees will not be waived due to unforeseen mechanical problems** (i.e., electrical, HVACs, gas, etc...)

Member Name: _____

Member Signature: _____

Today's Date: _____

I, _____ acknowledge
(Print Name)

that my Deer Creek clubhouse rental time is _____

until _____ on _____.
(Date)

I confirm that I will not enter the clubhouse before

_____ and will be out by _____ on

_____ **or I will be charged extra.**
(Date)

X _____
(Signature)