

## EMERALD BAY CLUBHOUSE RENTAL AGREEMENT

As you may know, one of the perks as a resident of Emerald Bay is the privilege of being able to rent the Clubhouse for your personal social events at a very reasonable cost. Rentals require formal acknowledgement of the Rules, and subsequent compliance to these rules, in order to protect the investment and to keep everyone safe while using the clubhouse.

Some renters have not ensured compliance to the rules, which puts the EBHOA Clubhouse Coordinator and the EBHOA Board in an undesirable position of withholding deposits and enforcing restrictions on residents. Rental of the Clubhouse by Homeowners should be a positive experience for everyone involved, but the experience is impacted when rules and restrictions are not followed.

Some of the most common violations are:

- Clubhouse Cleaning (Not leaving it as clean as when you found it)
- Homeowner (Renter) not being present during the event to monitor for rule compliance
- Allowing pool access from within the clubhouse during the event.

If you choose to rent the clubhouse, please ensure you understand and comply with the rules to eliminate any negative experiences. Treat it like it is yours.... which it is!

If you have suggestions for how to improve the Rental Agreement or the Rules, please email [ebhoa.clubhouse@gmail.com](mailto:ebhoa.clubhouse@gmail.com) and we will contact you to discuss.

## RENTAL AGREEMENT FORM AND PROCESS

The Emerald Bay Clubhouse may be reserved exclusively by Emerald Bay Homeowners who are in good standing with the Emerald Bay Homeowners Association and current in the payment of all dues, assessments, and other charges at the time of reservation and on the Event date.

### Process

1. Review the Calendar to ensure the Clubhouse is available to support your event date.  
<https://ebhoa.org/Calendar.htm>
2. Click here to send a request to the Clubhouse Rental Coordinator. This email has been formatted so you can provide the necessary information. <https://ebhoa.org/clubhouse-rental-request-info.htm>
3. Once the Clubhouse Coordinator receives your request, your event date will be added to the calendar to “reserve” that date.
4. Payment and a signed Rental Agreement Form must be received within 10 days of your request. Failure to do this will result in the reservation being removed from the calendar. The process is as follows:
  - a. After your request has been emailed, call (or text) Kady Moffett @ (423) 322-9378 to make arrangements for payment. Kady’s home address is 1475 Leighton Drive.
  - b. Review, Print and Sign the Rental Agreement Form
  - c. Prepare checks for payment. Two separate checks are required to hold your reservation, both made out to EBHOA and must be from the person making the reservation. Third-party checks will not be accepted.
    - i. \$100.00 per day Rental Fee
    - ii. \$350.00 Damage / Cleaning Deposit
      1. Will be Returned upon Completion of a satisfactory Final Inspection
      2. Will be reduced by amount of any damage and/or cleaning that is required to restore to as-found condition
      3. Any damage of the clubhouse, its’ contents or commons areas caused by the event is the responsibility of the Homeowner. If damage or breakage exceeds \$350.00, the Homeowner will reimburse the Homeowners Association within five (5) business days from receipt of Invoice.
  - d. Meet with Clubhouse Coordinator to provide signed Rental Agreement Form and the two checks.
5. The Clubhouse Coordinator will contact you to Perform a “Pre-Event” Inspection of the Clubhouse (near your event date). The Coordinator will meet you at the clubhouse, perform the joint inspection with you, and provide you the key to the doors. The Homeowner (Renter) will inspect the clubhouse using the checklist to ensure satisfaction with the conditions prior to the event. The checklist can be found here:  
<https://www.ebhoa.org/Policies/2022/Clubhouse-Rental-Checklist-202212.pdf>
6. After the event has completed:
  - a. The Homeowner (Renter) will ensure all items on the checklist have been addressed. (Posted in Kitchen). Once it is ready, contact the Clubhouse Coordinator that you are complete with the event.
  - b. The Coordinator will use the checklist to ensure all items have been properly addressed.
  - c. The Clubhouse Coordinator will contact you after the final inspection to discuss results and return your deposit.

**EMERALD BAY CLUBHOUSE RENTAL AGREEMENT FORM**

Clubhouse Address: 12796 Emerald Bay Drive

Homeowner: \_\_\_\_\_ Date: \_\_\_\_\_

Home Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Event: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Event Time: From: \_\_\_\_\_ To: \_\_\_\_\_ Number of Adults: \_\_\_\_ Number of Children: \_\_\_\_\_

Type of Event: \_\_\_\_\_

1. The Homeowner reserving the Clubhouse must be directly responsible for all arrangements for the planned function, including opening and closing the Clubhouse, and agrees to be present at all times during the function. At no time should the Clubhouse doors or windows be left unlocked without the renter present.
2. Homeowner is responsible for any damage to the Clubhouse, its contents and other common areas resulting from the sponsored functions, and in the event the cost of any damage repair or breakage exceeds the amount of the Damage/Cleaning Deposit, the Homeowner agrees to pay the Homeowners Association within five (5) business days of delivery of invoice.
3. As Homeowner and Renter of the Clubhouse, you are responsible for the conduct and safety of your guests while they are in the Clubhouse or on any common property of the Emerald Bay Homeowners Association Events involving minors must be supervised by an appropriate number of adults.
4. Rental of the Clubhouse provides exclusive access to and use of the Clubhouse only. Pool use is governed by the EBHOA Swimming Pool Policy and Usage Agreement. If the pool area is accessed during the event:
  - a. Backdoors are to be kept locked. Entrance to the pool would be made through the pool gate
  - b. Member households must limit the number of guests to six (6) individuals, or one family unit, within the gated pool area.
  - c. Do not allow the pool gate to be left open while using the pool. Doing so could result in loss of pool privileges and having your pool fob disabled.
  - d. Wearing of wet bathing suits inside the Clubhouse is not allowed
5. Smoking is not permitted in the clubhouse, pool area or on the clubhouse grounds. The EBHOA property is maintained as a smoke-free environment.
6. Decorations appropriate to the event are permitted. However, no decorations may be attached to the walls, ceilings or other appurtenances that could potentially cause damage.
7. No pets or animals are allowed inside the Clubhouse at any time except for service animals.
8. Video/Audio surveillance cameras are in use in the clubhouse and around the exterior of the clubhouse/pool area. Recorded video will only be used to investigate security and safety concerns. Tampering with cameras will result in the loss of deposit and clubhouse privileges.
9. The penalty for misrepresentation of the Agreement or failure to abide by the terms of the Agreement will result in a loss of Clubhouse reservation privileges by the Homeowner for a period of twelve months from the Event date.

I have read the above, understand my responsibilities, and agree to the foregoing terms and conditions and agree to abide by the Clubhouse Rental Agreement and Clubhouse Rental Checklist incorporated herein as part of the Agreement.

Homeowner / Signed: \_\_\_\_\_ Date \_\_\_\_\_

Deposit Received \$ \_\_\_\_\_

EBHOA Clubhouse Coordinator Signed: \_\_\_\_\_ Date \_\_\_\_\_