

# **Clubhouse Rental Policies & Procedures**

We are pleased to make our clubhouse available for both private homeowner and community events. Our clubhouse is just one of the many wonderful reasons that we enjoy our community here in Sugar Creek. We truly appreciate the care and concern you show for it. Here within, you will find the rental agreement contract, fire pit and grill addendum (if applicable), cleanup checklist, and FAQs.

**Event Calendar:** The event calendar is kept by the Clubhouse chair, and is available to view online at <a href="https://sugarcreekinfo.org/clubhouse-sc1/">https://sugarcreekinfo.org/clubhouse-sc1/</a>.

#### **Private Events:**

Sugar Creek I / IV homeowners may license the clubhouse for private events. Others may license through a I/IV homeowner who will act as the licensee and must also sign the attached rental agreement as the resident sponsor. Nonresidents (including 2 & 3 residents) must have a I/IV sponsor to rent the clubhouse – no exceptions. The cost is \$200 for private, personal use of a resident, and \$250 for non-resident guest use.

Please make reservation requests via email to <u>scclubhouse@gmail.com</u>. Submit the requested date, time, name, address, contact information, and sponsor name. We will acknowledge your request, and if available, provide further details in order to secure your rental.

When your reservation request is acknowledged:

- 1. Complete and sign the attached rental agreement once date is confirmed available.
  - The clubhouse chair will email you a e-signable link to complete or you may print and scan a completed copy to scclubhouse@gmail.com
- 2. Rental Fees must be made via Online Payment Link: https://sugarcreekinfo.forms-db.com/view.php?id=19959
- 3. Security Deposits must be made via Venmo: @SC14clubhouse (Sugar Creek Clubhouse).
  - o If a resident does not have the option of using Venmo, please let us know and we will work with you.
  - All Non-Residents must pay the Security Deposit via Venmo. Please pay as family & friend (do not turn on "purchases" or you will not receive the full deposit back)

#### Please also include the event date and Renter's Last Name on the memo section of your Venmo Payment.

To get your deposit back, you need to clean up the clubhouse per the attached checklist. We want to keep the clubhouse clean, and be ready for the next event. The security deposit will be returned via venmo after your event and your cleanup is finished, and the satisfactory condition of the facilities has been confirmed post-event. If any damage is discovered, you will be notified at that time.

<u>Note:</u> Reservations are not confirmed until the clubhouse chair has received the signed rental contract and both the rental and security deposit. **Once received you will receive a confirmation email within 48 hours.** 

Access to the Clubhouse: The clubhouse now has a coded entry door. The code is unique to each rental. Once a code is given it will only work for your scheduled rental time/day. The code will be communicated to the renter/licensee in the week prior to the event.

**Reminders regarding Rules and Regulations:** Please note that pets are not permitted inside the clubhouse or in the surrounding areas. We ask that you keep the outside doors closed during functions. Vehicles need to be parked in the parking lot and should not be driven over any curb and/or parked on the lawn.

Do not use staples or push pins to put decorations on the tables or walls. There will be a deduction taken from your deposit if we have to remove tape from the ceiling fans, tables or other areas of the clubhouse.

If you have any questions, please contact the clubhouse chair at <u>scclubhouse@gmail.com</u>.



## **Clubhouse Rental Agreement**

All rentals please complete the following sections:				
Renter / Licensee:				
Address:	Phone I	No.:		
Email:				
Event Description:				
Rental Day:		ntal ate:		
Rental Time, From:		То:		
Rental Fee: \$ (\$200/residents; \$250/non-residents)	Secu Depo			
Non-resident rentals only, please complete the following section (I/IV resident sponsor fulfills role of licensee):				
I/IV Resident Sponsor:				
Sponsor Address:	Sponso	Phone No.:		
Sponsor Email:				

This is an agreement between the above-named Licensee and Sugar Creek Recreation Center, Inc. (SCRC). In consideration of the mutual promises contained herein, the parties hereby agree as follows:

- 1. <u>Permission to Use:</u> SCRC hereby gives Licensee permission to use the meeting area, kitchen area, and restroom facilities (the "Facilities") during the time frame and date specified above for the described event ("Event"). Licensee's use of the Facilities shall not constitute a tenancy of any kind; this Agreement is not a lease. This permission is personal to the Licensee and may not be assigned by Licensee in whole or in part. Licensee must remain within the Facilities at all times during the Event.
- 2. <u>Payment of Fee</u>: Licensee agrees to pay SCRC the fee set forth above immediately upon execution of this Agreement. In addition, Licensee agrees to pay SCRC the Security Deposit immediately upon execution of this Agreement, and agrees that the Security Deposit may be applied by SCRC, at its sole and absolute discretion, towards any amount due from Licensee for damage to SCRC's property, including lost keys. SCRC will place the Security Deposit in its operating account and will not hold it in a separate account nor pay interest on the Security Deposit. The Security Deposit is refundable as soon as reasonably possible after SCRC has determined that all keys have been returned, the Facilities have been appropriately cleaned and there has been no damage to the Facilities or other SCRC property.
- 3. Food and Beverages: SCRC does not sell, serve or furnish food or beverages of any kind. Licensee may engage a caterer to serve food and beverage during the Event, but Licensee and Licensee's caterer take full responsibility in doing so. The Licensee and caterer also take full responsibility for complying with South Carolina's alcoholic beverage laws. No one shall sell alcoholic beverages of any kind on SCRC's property, although Licensee may sell alcoholic beverages to persons of lawful drinking age to the extent allowed by law. SCRC shall not furnish or serve alcoholic beverages to anyone. SCRC does not have a license or permit for alcoholic beverages and any such permit or license, if required, must be obtained by the Licensee or the Licensee's caterer
- 4. Purpose and Restrictions: Licensee may not use the Facilities for any purpose other than the Event as described above. Licensee agrees to all rules, regulations and restrictions described in the attached "Sugar Creek Recreation Center, Inc. Clubhouse Rules and Regulations," together with any and all posted rules, regulations, restrictions or other information, including, without limitation, the minimum cleaning requirements (the "Information"). Licensee shall not use the Facilities for any unlawful purpose nor for any purpose inconsistent with the purposes of SCRC. Licensee shall not use the Facilities in any way which would constitute a nuisance, shall not damage or waste the Facilities in any way, and shall not obligate SCRC in any way. Smoking is prohibited anywhere within the Facilities. Any violation or breach of the Information or this Agreement may, in SCRC's sole discretion, result in the immediate termination of this Agreement and/or the denial of future use of the Facilities.
- 5. Indemnity and Release: Licensee and all of Licensee's guests, invitees, employees and agents shall assume all risk of use. Licensee shall indemnify, defend and hold harmless SCRC from any claims, demands, expenses, attorneys' fees and liability arising out of Licensee's use. In addition, Licensee, for itself and for all persons who may come upon the Facilities or adjoining areas and grounds during Licensee's use of the Facilities, hereby agrees that SCRC shall not be liable in any way for any manner, cause, thing, actions, or omission with respect to the Facilities or the adjoining areas and grounds or with respect to Licensee's use of the Facilities, and SCRC is hereby released and discharged of any and all liability of any kind with respect thereto. Licensee and SCRC are not partners, joint ventures, principals, and agents or otherwise related in any way. Licensee agrees that SCRC may file a lien against Licensee's property located within Sugar Creek for any and all costs, expenses and/or damages incurred by SCRC in connection with this Agreement which have not been satisfied within thirty (30) days written notice from SCRC to Licensee.
- 6. Limitation of Liability: SCRC shall make all reasonable efforts to ensure that the facility is in good working order and condition for the use of the Licensee, but cannot guarantee availability or condition. Maintenance, utilities, and other factors may cause clubhouse to be unavailable or limited in purpose for the Licensee. SCRC shall make all reasonable efforts to accommodate should such conditions arise, but in no case will be held liable for such conditions beyond the control of SCRC. In no event shall the liability of SCRC to the Licensee exceed the rental fee paid.
- 7. <u>Miscellaneous:</u> This document contains all statements and agreements made regarding the use of the Facilities by the Licensee. Duplicate originals of this Agreement shall be permitted. This Agreement may not be amended or modified, except by a written agreement signed by both Licensee and SCRC. The provisions of this Agreement shall control over any conflicting provisions of the Information.

By signing below, renter and resident sponsor (if applicable) agrees to the rental policies as outlined in this contract and in the attached policy/guideline document. Additionally, renter/sponsor acknowledges that security deposit may be withheld if any damages occur during the rental period, to the extent necessary to remedy the damages. If damages are found to be excessive and exceed security deposit, SCRC reserves the right to assess additional penalties upon the renter and/or resident sponsor for total and actual costs required to restore previous condition of the Facilities.						
Renter/Licensee:		Resident Sponsor/Licensee (if applicable)				
Sign:		Sign:				
Date:		Date:				
To be completed by the Clubhouse Chair:						
Date Received:	Rental Stripe Payment:		Security Deposit received on & by			



Cleanup Checklist						
Note: Please complete cleaning checklist within 2 days of your event. This can be scanned back to the clubhouse email. Once received & facility condition confirmed, your security deposit will be sent back via venmo.						
	Renter / Licensee:					
	Address:			Phone No	.:	
-	Email:					
	Rental Day:			Renta		
		Check	klist Items	Date	<u>):</u>	
	Banquet / Assembly				Kitchen Area	
[]	Floor Swept / Vacuumed		[]	Sink Cleaned		
[]	Floor Mopped with CLEAR Wa	ter	[]	Counters Cleaned		
[]	Area Rugs Vacuumed		[]	Run Garbage Disposal		
[]			[]	Microwave Cleaned (inside and outside)		
[ ] Chairs Cleaned and Stacked Neatly on the storage rack(s)		[]	Refrigerator Cleaned (inside and outside, empty)			
[]	Trash Cans Emptied in Outside	e Containers	[ ]	Stove Cleaned (inside and outside)		
[ ] Trash Can Liners Replaced (bags located under kitchen sink)		[]	Floor Swept / Vacuumed			
[]	[ ] All tape removed from tables/walls/etc		[]	Floor Mopped with CLEAR Water		
			[]	] Area Rugs Vacuumed		
Side Entrance Hallway				Lavatories		
[] Floor Swept / Vacuumed		[]	Floor Swept / Vacuumed			
[]	Floor Mopped with CLEAR Wa	ter	[]	Floor Mopped with CLEAR Water		
[] Area Rugs Vacuumed		[]	Toilet Bowls Cleaned			
		[]	Sinks Cleaned			
		[ ]	Mirrors Cleaned			
<b>F</b> 1	Cleaning Equipme		r 7		ub House Facility	
	Rinse Mop Thoroughly with CL Repeat until the water is CLEA		[]	shutters.	k all windows. Close plantation	
[]	[]     Rinse Mop and Squeeze Dry		[]	Turn off all lights (except for switches with cover plates over)		
[]	[ ] Rinse the mop bucket		[ ]	Close and lock all doors		
[]	Clean all debris, dust, etc from the push       []       Please report any damage.         brooms and dust mops       []		any damage.			
Renter/Licensee:		Residen	t Sponsor/Lice	ensee (if applicable)		
Sign:		Sign:				
Date:		Date:				
To be completed by the Clubhouse Chair:						
Date Received: Security Deposit		it venmo @	2	Venmo sent back: [ ] Yes [ ] No		
If deposit retained, provide details below:						



## **Clubhouse Rental Agreement**

## **Fire Pit and Grill Addendum**

Any clubhouse renter/licensee that would like to use a portable fire pit or grill on SCRC property, must first obtain approval from the SCRC board. At least two weeks prior to the event, the renter/licensee must email the clubhouse chairperson (<u>scclubhouse@gmail.com</u>) to request permission and include specific details, as identified below. Approval is contingent on renter/licensee providing adequate information as requested, and sufficiently demonstrating that adequate safety measures are taken, the proposed location is appropriate such that it will not damage any property, including the surface below the fire pit or grill.

As part of the Fire Pit and Grill Addendum, the location of such shall be specifically described with pictures/sketches (as needed), and including distances to combustible materials, and how the fire will be contained. The renter/licensee MUST provide his/her own hose or fire extinguisher as required.

No fire of any kind is permitted without SCRC board approval. You will be notified in advance of your rental on the board's decision regarding this request.

Per the Boiling Springs Fire Marshall, an open fire must meet the following requirements:

- 1) Be at least 20 feet away from any combustible materials, such as a building, automobiles, trees, or bushes.
- 2) Be continuously monitored by a responsible adult.
- 3) A water hose or 10 pound ABC-rated fire extinguisher must be present.

The operator/agent can be fined \$240 - \$1080 for an unsafe fire.

#### The renter/licensee assumes all risk related to payment of any fines levied for an unsafe fire.

Questions regarding this may be directed to the Boiling Springs Fire Marshall at 864-268-3637.

Renter / Licensee:			-	
Address:		Phone No.:		
Email:				
Rental Day:		Rental		
		Date:		
Description	of Proposed Location (plea	ase attach sketches / pictu	ures as needed)	
<ol> <li>Indemnity and Release: Licensee and all of Licensee's guests, invitees, employees and agents shall assume all risk of use. Licensee shall indemnify, defend and hold harmless SCRC from any claims, demands, expenses, attorneys' fees and liability arising out of Licensee's use. In addition, Licensee, for itself and for all persons who may come upon the Facilities or adjoining areas and grounds during Licensee's use of the Facilities, hereby agrees that SCRC shall not be liable in any way for any manner, cause, thing, actions, or omission with respect to the Facilities of the returned. Licensee's use of the Facilities, and SCRC is need to be an adjoining areas and grounds during Licensee's use of the Facilities and grounds or with respect to Licensee's use of the Facilities, and SCRC is hereby released and discharged of any and all liability of any kind with respect thereto. Licensee's use of the Facilities, and SCRC is hereby released and discharged of any and all liability of any kind with respect thereto.</li> <li>Licensee's property located within Sugar Creek for any and all costs, expenses and/or damages incurred by SCRC in connection with this Agreement which have not been satisfied within thirty (30) days written notics from SCRC to Licensee.</li> <li>Miscellaneous: This document contains all statements and agreements made regarding the use of the equipment at SCRC facilities by the Licensee. Duplicate originals of this Agreement shall be permitted. This Agreement may not be amended or modified, except by a written agreement signed by both Licensee and SCRC. The provisions of this Agreement shall control over any conflicting provisions of the Information.</li> <li>By signing below, renter and resident sponsor (if applicable) agrees to the rental policies as outlined in this contract and in the attached policy/guideline document.</li> </ol>				
sponsor for total and actual costs required Renter/Licensee:	to restore previous condition of the Facilit	I/ IV Resident Sponsor/L	icensee (if applicable)	
Sign:		Sign:		
Date:		Date:		
To be completed by the Clubhouse Chair:				
Date Received:		Date Approved:		



# **Clubhouse FAQs**

### 1. Can anyone rent the clubhouse?

No, only a Sugar Creek resident or person sponsored by a Sugar Creek I/ IV homeowner in good standing, who will act as the licensee by co-signing the rental agreement, commit to full-time attendance, and agrees to be responsible for proper care and cleanup may rent the clubhouse.

### 2. Can you hold a date for a rental?

Please note that we typically get multiple requests every day, with rental agreements being turned in every week. Accordingly, we do not offer any holds. The first person to turn in the paperwork and rental fee and security depoist for a requested date will be the one to get the rental. No exceptions.

### 3. Can we get in the day before for set up, or the day after for cleaning?

No, you may only access the facilities the day of your rental. If you need an extra day for set up or cleaning, you must rent (and pay for) the additional day(s). Door codes will be provided the day prior or morning of your clubhouse rental.

### 4. How early can we get in and how late can we stay on our rental day(s)?

You may access the clubhouse on the day of your rental beginning at 8:00 am, and stay as late as 11:00pm. We do ask that all events are completed and the facilities have been vacated by 11pm as a courtesy to neighboring properties and residents.

### 5. The date I want is already booked. Can I still schedule my event?

Occasionally, we will allow for multiple events to be booked on a given date. As a courtesy, the clubhouse chair may reach out to the first confirmed renter for the date and ask if a partial day rental is possible, and if they would be willing to allow another event to be booked on their rental date for a different portion of the day. Please note we cannot guarantee this availability, as it is dependent on the time and duration of the confirmed renter's event.

#### 6. Can I use the clubhouse for free?

No, we do not currently offer free rentals for any private events. Exceptions to this policy are at the discretion of the SCRC Board of Directors.

#### 7. Can I get a refund?

Yes. Our refund policy is a full refund if the event is cancelled at least two weeks prior to the event. Any exceptions to this are at the discretion of the clubhouse chair.

#### 8. Can we use the pool?

No, the clubhouse may not be used with a pool activity or party. In other words, the HOA forbids renting the clubhouse if the renter has the intention of using the pool within the scope of their event. No wet bathing suits are allowed in the clubhouse. <u>Any renter that is discovered to violate this policy</u> will immediately forfeit their security deposit, regardless of whether any damage has been incurred.



Additionally, the SCRC Board of Directors may determine to restrict the renter's access to HOA common facilities (clubhouse, pool, tennis courts), as permitted by the By-Laws, Article XI.

#### 9. Can we use the front lawn at the clubhouse?

Yes, use of the front lawn is permitted; however, the renter is responsible for clean up of all trash or debris. Inadequate cleanup or damage of the yard may result in loss of security deposit, just as it applies for the clubhouse. Please also note that although the front yard may be used, we do not allow for any tents, blow-ups, or other temporary structures to be staked into the ground due to risk of damage to landscape lighting and irrigation. Any damage to these items during a rental may also result in loss of security deposit.

#### **10.** How does the air and heat work?

Because the clubhouse is generally vacant, the HVAC systems are set to not run regularly, therefore the temperature in the clubhouse may not be comfortable at first arrival. You should plan to arrive early on your rental date to activate the system to allow the temperature inside to reach comfortable levels. To operate the override, depress the small round button on each of the two thermostats. Each push of the button provides for 30 minutes of run-time and system override. The thermostat will allow for a maximum of 8 simultaneous overrides (4 hours); so after 4 hours, you will need to push the buttons again to continue operating the system.

#### 11. What is provided?

Please be prepared to bring all your own things that you will need for the event. We provide a vacuum, mop, hand soap, paper towels, toilet paper, and trash bags. The kitchen may also have some basic serving utensils and tools, but we do not guarantee availability. Similarly, we rely on renter feedback when supplies are running low for basic cleaning products and paper products, so please do let us know on your completed cleanup checklist so we can properly maintain and stock the clubhouse for everyone.

#### 12. How many tables and chairs are available at the clubhouse?

There are approximately (10) 8' x 2'-6" rectangular tables, and approximately (120) matching padded folding chairs. We ask that the renters take care to ensure that the protective rubber feets are in place on all chairs and tables set up in the clubhouse to prevent damage to the floors. A bag of replacement rubber chair feet is available in the kitchen cabinet drawers to replace any missing feet identified by renter (they simply push on to end of the leg).

### 13. How do we clean?

Cleaning is provided by the renter, and must be completed the same day as your rental. Please see FAQ # 2 regarding need for additional days/time for post-event cleanup. The HOA contracts with a cleaning service that comes bi-monthly to perform a more in-depth cleaning.

#### 14. Can we cook for our event in the kitchen?

The range and microwave are provided for renter's convenience, and are only to be used for warming previously prepared foods – NO COOKING is permitted in the kitchen of the clubhouse.



# **Clubhouse FAQs**

### 15. Can we grill outside?

Yes, provided the Fire Pit and Grill Addendum has been submitted and approved by the SCRC board prior to the event. You will be notified of the approval status of your request (if applicable), prior to your event.

#### 16. Can we serve alcoholic beverages?

The renter and event guests may provide their own beverages for consumption at an event, but assume all risk and liability associated with such. The renter is responsible for ensuring that underage guests are not served alcohol. The clubhouse does not serve alcohol, and the use of a catering / bartending service is prohibited for the intention of providing alcoholic beverages at an event.

#### 17. Can we decorate the clubhouse?

Yes, but please be careful. You are responsible for any damage caused to the walls or other surfaces. We ask that you only use painters tape or 3M style removable hooks. All tape and hooks must be removed at the end of your event as part of the cleanup. Any damage occurring due to tape/3M hook removal is the responsibility of the renter. Please also note that under no circumstances are any decorations to be hung or tied to the ceiling fans. **Evidence of any tape, strings, or attachment to the ceiling fans will result in forfeiture of the security deposit.** 

**PLEASE NOTE!!!** Absolutely **NO** push pins, nails, screws, etc... are allowed to be used for hanging stuff on the walls.

#### 18. Does the clubhouse have WiFi?

Yes, WiFi is available for use at the clubhouse. The WiFi network is SCRC-WiFi and the password is "clubhouse". Please note that occasionally the WiFi may drop out unexpectedly. The clubhouse chair can not guarantee availability and reliability of the WiFi, and refunds, partial or whole, will not be given for connectivity issues during your rental. We encourage you to make backup plans if you intend on using internet connectivity as an integral part of your event, in case of WiFi signal disruption / unavailability at time of the event.