Hobcaw Creek Plantation Property Owner's Association Clubhouse and/or Pool Pavilion Rental Agreement, Rules and Regulations

To Whom It May Concern:
Thank you for your interest in a rental of the Hobcaw Creek Plantation Clubhouse and/or Pool Pavilion
This packet shall be used to request information and/or reserve the clubhouse and/or pool pavilion at
Hobcaw Creek Plantation, hereinafter referred to as "HCP" through Hobcaw Creek Plantation's Proper

Owner's Association, hereinafter referred to "HCP POA". Please read and sign the enclosed contract and return it to IMC Charleston, LLC (IMC) at the address listed below with the required checks as explained in the contract. These checks must be personal checks from the HCP homeowner, hereinafter referred to

as "responsible party" who shall be held responsible for all actions of his/her guests and attendees. Please deliver the checks made out to **Hobcaw Creek POA** to:

Today's Date: _____

IMC Charleston, LLC 1 Carriage Lane, Suite C100 Charleston, SC 29407

The HCP POA clubhouse and/or pool pavilion is rented on a first come, first serve basis. This means that after the homeowner confirms with IMC that the clubhouse and/or pool pavilion is available on the day he/she wants to use it, the facility(s) will be reserved in his/her name for the specific date and time conveyed to IMC upon receipt of the required check for the facility reserved.

You will be contacted the week of the event by IMC to confirm the rental and receive final instructions and clubhouse entry code. Any outstanding issues and/or questions shall be taken care of at that time.

If there is any issue with the condition of the clubhouse and/or pool pavilion, you will hear from IMC Charleston, LLC within the week after your rental.

Please feel free to call if you have any questions. Thank you!

Best regards,

Jessica Turner, CMCA, AMS Association Manager 843-297-8590

You may contact us at:

info@imcchs.com, 843-297-8590 or the IMC Charleston website for reservation assistance.

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Today's Date:	
HCP POA Homeowner/Responsible Party	Requesting Use (please print):
This reservation is for: Clubhouse	and Pool Pavilion Clubhouse Pool Pavilion
Event Name:	
Address:	
Event Date:	Event setup time:
Event start time:	Event end time:
Number of people expected:	
Event type (please briefly explain):	
Decorations to be placed:	
Refundable deposit of \$100.00 (payable	ble by check made out to Hobcaw Creek Plantation POA). by check made out to Hobcaw Creek Plantation POA). able by check made out to Hobcaw Creek Plantation POA)
I have read and agree with the Clubhou	se and/or Pool Pavilion Rules.
Owner's Signature:	Date:
To be completed by IMC Charleston:	
Date reservation received:	
Approved: Not approved:	HCP POA dues current:
Date Rental Request Received:	Rental check # Cleaning deposit check #
Date IMC Notified of Rental:	Date clubhouse cleaning is scheduled:
Date Contacted homeowner before event:	Clubhouse code assigned:
Condition of clubhouse and/or pool pavilion after eve	ent: Date deposit refunded:

Hobcaw Creek Plantation Property Owner's Association

Clubhouse and/or Pool Pavilion Rental Agreement, Rules and Regulations

HCP POA Clubhouse/Pool Pavilion fees and deposits:

\$350.00 Clubhouse Rental Fee (Non-Refundable) *includes cleaning fee

\$100.00 Refundable deposit (if HCP Clubhouse Rental Agreement terms and conditions are met

in their entirety.)

\$50.00 Pool Pavilion Rental Fee (Non-Refundable)

*Check(s) must be received at the time of reservation. All checks will be deposited. No reservation is complete until reservation forms AND checks are received, then it will be processed as approved.

The HCP POA clubhouse security deposit will be refunded if:

- 1. None of the general rules are violated.
- There is no damage, missing items, etc. after said event requiring expenditure or time and/or money by the HCP POA.

General Rules and Regulations for use of the HCP POA clubhouse/pool pavilion:

- 1. Use of the HCP POA is by reservation only.
- 2. HCP homeowner/responsible party renting the clubhouse must be in good standing with the association at the time of rental, at least twenty-one (21) years of age and present at all times of the event. If it is found that the responsible party is not present at the event, then the HCP POA and/or its representative may exercise the right to refuse future rentals.
- 3. The HCP POA pool pavilion is NOT part of the HCP POA clubhouse rental and <u>must be rented separately</u>.
- 4. Parking is not permitted at the entrance of any driveway including the clubhouse.
- 5. Indoor limit is 100 persons.
- 6. An activity in which the average age of persons is under eighteen (18) years of age, a responsible adult shall be present at all times.
- 7. Absolutely no smoking in the clubhouse. Violation will result in automatic forfeiture of security deposit plus an additional cleaning fee and charges for any and all damages to furniture and/or fixtures.
- 8. Office area(s) are off limits to rental party participants.
- 9. No wet bathing suits are allowed in the clubhouse.
- 10. Absolutely no pets are allowed in the clubhouse or restroom(s).
- 11. Furnishings and plants are not to be moved and no decorations (inside or out) are permitted without prior approval from IMC and noted on the Clubhouse Reservation Form. If prior approval is given by IMC furnishing and plants must be returned to their original position and/or decorations must be removed immediately after the event. Responsible party nears all responsibility for all damage to inside and/or outside of clubhouse property.
- 12. No tape, nails, thumbtacks, or any other objects shall penetrate any of the painted wall or wood surfaces.
- 13. All parties must end by 12:30 AM. Violation of this rule risks full loss of security deposits.
- 14. All items brough to clubhouse prior to event must be removed from the clubhouse after event.

 The HCP POA is not responsible for any personal property that may be left behind in the facility.
- 15. Empty all trash containers and place refuse in large container on outside of clubhouse.
- 16. At the end of the event, a normal cleaning will be arranged; however, the responsible party shall clean the clubhouse and the effectiveness of that cleaning shall be at the sole discretion of IMC conduction post-event walk through. Please remove and/or clean any debris from all areas used, including, but not limited to, kitchen floors, counters, refrigerator, cabinets, etc. All

- objects on floors, including both bathrooms, must be picked up and spills cleaned up immediately prior to return of security deposit. Any cleaning charges required will be deducted from the responsible party's deposit. Otherwise, the deposit check will be returned.
- 17. After event, responsible part is to set the two (2) thermostats as stated below, turn off all lights and lock all doors. The security deposit will be forfeited if any pool gates or clubhouse doors and windows are left opened or unlocked and/or any lights, including exterior, are left on.
- 18. The three (3) air conditioning thermostats shall be set to 78 degrees and heat will be set at 68 degrees before leaving the clubhouse. Failure to properly set the climate controls will result in a \$50.00 fine.
- 19. The Clubhouse is for the benefit of HCP POA members for their exclusive use who are in good standing with the POA. The responsible party renting the clubhouse agrees not to engage in profiteering where the clubhouse is rented by a POA member and the subsequently re-rented to a non-member. If this is determined, the Association shall not rent the clubhouse to that POA member, or members of his//her family under any circumstances or for any reason.
- 20. Activities or events scheduled and attended by an HCP POA member deemed commercial in nature are those events which provide a forum or venue for the sale, exchange, or promotion of any product or service. The HCP POA has the sole discretion to determine whether an activity or event is a party or a meeting or sponsorship of a commercial event.
- 21. The HCP POA reserves the right to terminate a party early should complaints regarding noise and/or size occur. Responsible party hereby agrees to indemnify and hold harmless HCP POA and their officers, agents, and directors for any and all claims, causes of actions or inaction, or liability whatsoever by virtue of the use by the responsible party and/or guests, invites or any person entering the clubhouse with or without consent of the responsible party.
- 22. All pool rules must be abided by if renting the pool pavilion. All rules are posted in the pool area. Please remember glass is not permitted in the pool area.

The clubhouse is to be enjoyed by all HCP POA homeowners and guests and is a wonderful community amenity – please treat it as such by adhering to all rules and regulations.

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I his agreement is made by and between
and Hobcaw Creek Plantation Property Owners Association on
The above mentioned clubhouse renter is a resident of HCP. The above mentioned
renter has rental of the HCP clubhouse on from
AM/PM to AM/PM for this event. The HCP clubhouse has a maximum person attendance. Provided the clubhouse is left in same or better condition as found and/or that it is rental ready at the end of this event, you will receive your full deposit in return. A walk through will be conducted by IMC and/or HCP BOD prior to and after the event to verify condition of the clubhouse proper to the proposed event and to assess any damages or cleaning requirements. Repair or damages beyond the responsible party's damage deposit amount will be charged to the responsible party and must be paid within seven days of invoice. If no damages occurred, and no other actions took place that would otherwise preclude it, then the responsible party's security deposit will be returned.
I have read and understand the rules and regulations as established by the Hobcaw Creek Plantation POA and agree to abide by them as written/amended. I also agree to use good judgement in the renting of our HCP amenities and will leave the clubhouse in as good or better condition than which it was found.
HCP POA Homeowner/Responsible Party
Signature of Above:
Date:
Phone:
Email:
HCP POA Homeowner/Responsible Party Property Address: