



RENTAL AND USE AGREEMENT

Traditions at Old Carolina Community Clubhouse Rules and Regulations

revised 4/20/2022

The clubhouse and surrounding (“Clubhouse”) is available to the Members of the Association (as those terms are defined in the Declaration of Covenants, Conditions and Restrictions for Traditions at Old Carolina, as it may be amended or supplemented from time to time (“Declaration”)) in good standing on a first-come-first-served reservation basis on any day, based on the following conditions and only after written approval of the applicant (“Renter”) of this Rental and Use Agreement (“Agreement”). Capitalized terms used herein and not otherwise defined are defined as set forth in the Declaration.

Rental Fee: \$25.00 for a four (4) hour period.

Maximum capacity is 30 people.

Security Deposit: \$250.00

CONDITIONS OF USE:

1. Application for use must be completed in its entirety, signed and forwarded to the Property Manager of the Association for approval, and if necessary, the approval by the Board of Directors (“Board”). The non-refundable rental fee must accompany the application along with the security deposit. The Application may be emailed, mailed or hand delivered to the Property Manager (if emailed, the rental fee and deposit must be delivered to the Property Manager prior to use). The deposit will be returned to you, without interest, after inspection of the Clubhouse after your use. The inspection must find the Clubhouse in the same condition as it was prior to your use, including, but not limited to, the Clubhouse being clean with all garbage/trash removed, in good order and repair and without any breakage or damage of any kind. The inspection of the Clubhouse may result in reasonable deductions made from your security deposit for cleaning or repair of damage or trash removal. The post-usage inspection will be conducted by the Property Manager or member of the Board as soon as possible following the usage with any damage reported to the Board for further action. If damage to the Clubhouse should exceed the security deposit, the balance due will be placed on the Member’s Association account for payment. Any non-payment thereof will result in collection proceedings. All fees associated in the collection of funds will also be placed on the Member’s Association account. Use of the Clubhouse is limited to Members of the Association, their family and guests, and such use must

be in full compliance with the laws and ordinances of the State of South Carolina, Town of Bluffton, respectively, as well as in full compliance with the Declaration. The use of the Clubhouse on the reserved day is limited to the hours of 10:00AM to 11:00PM. Any greater or later use of the Clubhouse must be approved in writing by the Board. The Member listed on the application must be personally present during use on the day reserved. Keys to the facility MUST be delivered back to Property Manager by 9:00AM the day after use.

2. Clubhouse use shall be limited as follows: (a) the event is primarily social in nature; (b) invitations are to be from the individual Member(s) renting the Clubhouse and may not indicate a business, professional, religious or charity concern; (c) there shall be no publicity in the public media unless approved by the Board; and (d) there shall be no display or distribution of posters, banners, printed materials, or the projection of films or slides of commercial nature.
3. The sale of tickets relating to the use of the Clubhouse and the use of the Clubhouse for any fundraising activities are prohibited, except as expressly authorized by the Board.
4. Approval for use of the Clubhouse is for the meeting room only and excludes use of the fitness center and pool facility. Should use of the fitness center or pool facility be requested as part of the Clubhouse usage requires prior approval of the Board.
5. Complaints of excessive noise, violations of these rules, or disturbances of any kind occurring because of your use, or by your guests, or invitees or any person attending the occasion of your use of the Clubhouse shall result in the immediate revocation of the right to use the Clubhouse. This revocation is the sole determination of Property Manager or the Board.
6. No contents of the Clubhouse may be taken for use outside. Tables and chairs must be used inside the Clubhouse only. No pool furniture may be brought into the clubhouse.
7. Renter must furnish all supplies and accoutrements.
8. The Association hereby specifically disclaims any liability associated with the Renter's use of the Clubhouse and Renter agrees to hold the Association, its owners, officers, employees and agents harmless for any property damage, injuries, or death, which may occur or be caused by the Renter or any guests, employees, contractors or agents of Renter during the course of the Renter's use and occupancy of the Clubhouse pursuant to this Agreement.

GENERAL CLUBHOUSE RULES:

1. Loud or offensive language will not be tolerated in the Clubhouse or on the grounds at any time.

2. Cost of repairs to, or replacement because of destruction of equipment, furnishings, or property of the Clubhouse, will be paid by the Member(s) responsible for such damage or destruction.
3. No one shall enter the Clubhouse wearing spiked shoes, or any other kind of shoes which will damage the floor.
4. Pets are not permitted in the Clubhouse.
5. Members shall be responsible for the compliance of their dependents and guests with all Rules and Regulations.
6. Property of the Clubhouse must not be taken from the premises.
7. No firearms of any type are allowed on Clubhouse premises.
8. Member(s) desiring to cancel the reservation for the Clubhouse use must do so at least forty-eight (48) hours in advance of the event or be subject to full charges.

I ACKNOWLEDGE A COPY OF THIS AGREEMENT AND HEREBY AGREE TO BE BOUND BY THE TERMS THEREOF.

Renter: _____ Date _____

Name: _____

Address: _____

Association Representative: _____ Date _____

Name: _____

Property Manager contact info. can be found at <http://traditionsoc.com/>