

HERITAGE PLANTATION
CARRIAGE HOUSE RENTAL AGREEMENT

The Carriage House is available for rental by reservation to any Heritage Plantation member in good standing with the Heritage Plantation Homeowner’s Association (HPhOA). Rental of the Carriage House is for use of the Carriage House only and does not include access nor use of the other facilities such as the pool, pool area or the Fitness Room. Access to and use of the restrooms are included. **Facilities will not be used for personal gain or for commercial use of any kind.** Members desiring to reserve the facility must sign this Carriage House Rental Agreement and pay the corresponding Rental Fee and Security Deposit to ensure their desired date is reserved. *Only one reservation per day is accepted.*

NOTE: In accordance with the City of Madison Fire Inspector acting on behalf of the City of Madison Fire Marshal, Carriage House occupancy maximum limit is 75 people for informal or formal gatherings and social events. **During COVID-19 pandemic period currently in effect, the occupancy limit is 30 people.**

All rental requests must be made through a Hughes Properties, Inc. Representative. Phone: (256) 430-3088
 Twenty-Four Hour answering service for after hours emergencies: (256) 430-3088.
 E-mail – HOAamenities@Hughes-Properties.com

Select	Occupancy: 1-75	Rental Fee	Security Deposit	Total Due with Rental Agreement
	One Day Facility Use: 1 – 20 people	\$100	\$250	\$350
	One Day Facility Use: 21 – Max	\$150	\$250	\$400

Rental Fee and Security Deposit must be on separate checks.

The undersigned member of HPhOA hereby requests to reserve the Carriage House.

Requested Rental Date: _____

Requested Arrival Time: _____

Requested Departure Time: _____
 (No earlier than 8:30am; No later than 12:00am)

Note: All facility clean-up must be completed prior to departure
Support for rental facility is not available during holidays and may be limited during weekends.

Purpose of Rental: _____

The undersigned hereby tenders a Security Deposit check in the amount of: _____

The undersigned hereby tenders a Rental Fee in the amount of: _____

1. Security Deposit and Rental Fee payments must be made within seven (7) days of the date of the reservation request to guarantee the requested date. The HPhOA Board reserves the right to deny or cancel a reservation at all times.

2. All checks should be made out to *Heritage Plantation Homeowners’ Association (HPhOA)*.

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3. **A 72-hour (3 day) cancellation notice is required.** A cancellation which occurs less than 72 hours prior to the reserved date will result in forfeiture of the Rental Fee. The security deposit check will be shredded.

4. The undersigned hereby understands that the Rental Fee check will be deposited on the date of the reservation. The Security Deposit check will NOT be deposited but shredded *after* the final inspection, *contingent upon a satisfactory inspection by the property manager or a representative of HPHOA*, with no damage to property noted, no additional cleaning required, and no noted violation of any of the signed Rental Agreement.

The Rental Agreement, Rental Fee check, and Security Deposit check will only be accepted from the HPHOA member in good standing with the association who signs this Rental Agreement.

Carriage House Rental Rules

NOTE: The undersigned resident agrees to abide by the following rules and understands failure to follow these rules may automatically result in loss of Security Deposit and/or revocation of facility use.

1. The undersigned will personally be present in the Carriage House during the set-up, event for which the facility is reserved, and clean-up of the facility. Loaning key cards to nonresidents, caterers, workmen and other non-HOA members is expressly prohibited.
2. This Rental Agreement does not provide the undersigned or guests rights to use other HOA common areas in or around the Carriage House. It does not provide for use of the pool nor access to the pool area. It also does not provide access nor use of the Fitness Room which is limited to residents only.
3. The undersigned is responsible for guest activities and may be held accountable for any damages to the premises attributable to the rental purpose or attendee activities.
4. The undersigned will assure that the Heritage Plantation HOA's **NO SMOKING** policy is enforced. Smoking is NOT permitted inside the Carriage House, deck, patio, or the fenced pool area.
5. Decorations are limited to table decorations only. No tape, tacks, or other adhesives or fasteners are allowed on the walls, woodwork, windows, light fixtures or ceiling fans. Windows may not be obscured or covered.
6. The undersigned is responsible for thorough cleaning of the facility following its use:
 - Kitchen:** All countertops and appliances are wiped clean and free of any residue. Floors shall be swept, mopped, and free of any residue.
 - Great Room:** Table will be wiped clean and free of any residue. Floors and carpets shall be swept, vacuumed, mopped and free of any residue.
 - Trash Cans:** Shall be emptied and new trash bags placed prior to departure. All trash bags shall be placed in the dumpster located at the end of the parking lot.
 - Personal Property:** Any dishes, food, bottles, paper, decorations, and trash shall be removed from the Carriage House/Cabana and placed in the dumpster immediately after use.
 - Surrounding Grounds and Parking Lot:** Shall be free from any litter, decorations, and residual smoking materials.
 - Glitter is difficult to clean and prohibited at the Carriage House. A separate cleaning fee of \$150 will be assessed if glitter clean up is required.

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- The premises shall be left in the same or better condition to pre-rental status.
7. Pets, except Certified Service Animals, are prohibited in the Carriage House or anywhere within the fenced swimming pool areas.
8. Vehicles will remain in the parking lot or street and shall not be permitted on the Heritage Plantation HOA grounds. Overnight parking is not permitted in the parking lots. Any vehicles violating this rule will be towed at the owner's expense.
9. The undersigned will not use the Carriage House for any unlawful purpose, will not make or permit any disturbing noises to be made, and will not permit any act that may interfere with the use and enjoyment of the neighborhood by other residents. *The undersigned will not use the Carriage House or any other HOA facility for any activities that may result in personal or commercial gain or for events having a political purpose unless sponsored by the HOA.* Music is limited to indoors only. The undersigned will comply with the Madison City noise ordinance.
10. The undersigned will not use the Carriage House porch or pool furniture inside the clubhouse. Pool furniture will remain at the pool and will not be placed on the Carriage House porch. The undersigned will not move any furniture located inside the Carriage House to an outside location.
11. The undersigned agrees to indemnify, hold harmless and defend the Heritage Plantation Homeowners Association and Hughes Properties, Inc., and their officers and directors, and contractors from:
- (a) Loss, damage, or theft of any personal property of the undersigned or the undersigned's guest(s), deeming any personal property left upon departure from the Carriage House to be abandoned.
- (b) Loss or injury sustained by the undersigned or any guest(s) of the undersigned while on the premises.
12. The Property Management Company and members of the HPHOA Board of Directors may enter the Carriage House at any time, for any reason, during an event being held at the facility to insure proper care of the facility. Board members and committee members have access to the office (Crown Room) and equipment areas at any time regardless of activities associated with this agreement.
13. Pictures and mirrors will not be removed from the walls.
14. Thermostat will be set to 76 degrees in the summer (April to October) and 67 degrees in the winter (November to March). **Thermostat must be returned to the above temperature at the end of the event.**
15. Activities which lead to floor scratches (e.g. dancing, moving furniture) or any damage to the hardwood floors will result in the loss of the Security Deposit. In addition to loss of deposit, the undersigned agrees to pay for any and all flooring repair or other related repairs.
16. Portable cooking devices, such as crock pots, electrical cookers, and serving warmers must be monitored at all times. The renter accepts all liability in case of injury and/or property damage.
17. No grills are allowed on Heritage Plantation HOA owned common property.
18. The undersigned agrees that any permission granted to use the Carriage House may be revoked at any time by the Heritage Plantation HOA or its Property Management Company, without prior notice, and the undersigned will, upon revocation or such permission, promptly vacate the Carriage House.

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19. Should it become necessary for the Heritage Plantation HOA or its employees to incur costs and expenses to retain the services of an attorney to enforce this Rental Agreement, or any portion thereof, the undersigned agrees to pay the costs and attorneys' fees.
20. COVID-19 Protection. All residents and guests shall comply with the [Alabama Governor's Safer at Home Order](#) (Latest Version); specifically related to Non-work related gatherings. Effective May 11, 2020, all non-work related gatherings of any size, including drive-in gatherings, that cannot maintain a consistent six-foot distance between persons from different households are prohibited.. Renter agrees to comply with the following.
- Provide advance notice to guests to not attend if experiencing [symptoms](#) of COVID-19.
 - Shall ensure each person wear a mask or other facial covering that covers his or her nostrils and mouth at all times when within six feet of a person from another household in any of the following places: an indoor space open to the general public, a vehicle operated by a transportation service, or an outdoor public space where ten or more people are gathered.
 - For any general COVID-19 questions, call 800-270-7268 or email covid19info@adph.state.al.us. Telephone calls are answered from 8 a.m. to 6 p.m. daily. Interpreters are available. For frequently asked questions and to check your symptoms, visit the Alabama.gov COVID-19 Information Hub at <https://covid19.alabama.gov/>.

Acknowledgements

This instrument contains the entire agreement between the parties relating to the rights and obligations herein assumed. Any oral representation or modifications concerning this agreement shall be of no force or effect; modifications must be in writing and signed by both parties.

A final inspection of the facilities will be made the day after the event by the Hughes Properties, Inc., or a representative of Heritage Plantation HOA.

Initial: _____ The undersigned does hereby acknowledge that he or she has read and understands the above stated Carriage House Rental Agreement rules and agree to abide by these rules. Additionally, the undersigned understands if any of the rules contained herein are violated, the entire Security Deposit may be forfeited.

Initial: _____ The undersigned assumes full responsibility for any damage to the Carriage House, its equipment, furnishings, and contents.

Initial: _____ The undersigned is aware the Carriage House facility is monitored and protected by a video-surveillance recording system. In the event of facility damage or incident, the undersigned understands this system may be reviewed for verification and/or fault determination purposes.

Initial: _____ Should additional cleaning be required after the undersigned departs the premises, Heritage Plantation HOA reserves the right to contract these services without notification to the undersigned to ensure the facility is properly cleaned and returned to pre-rental status. The undersigned acknowledges that any HOA incurred cleaning fees will be deducted from the Security Deposit. Renters may, at their own expense, contact the Carriage House cleaning agent prior to their event and arrange to have the facility cleaned following their event. Contact Monday Mornings at 256.631.7798.

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Initial: _____ The undersigned acknowledges that Heritage Plantation HOA Board Members, City of Madison emergency personnel, and Madison City Police Department have unrestricted access to all facilities at all times.

HPHOA Member (Print name)	Member Signature	Date
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HPHOA Member Address

Mailing Address (If different from above)

Home Phone	Cell	Work
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Email Address	Keycard Number
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Please return the Rental Agreement, Rental Fee, and Security Deposit to

ATTN: Clubhouse Heritage Plantation HOA
C/o Hughes Properties, Inc
4910 Corporate Drive, Suite C
Huntsville, AL 35805

Rental Fee & Deposit Received	Date	Deposit Returned	Check #	Date
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Carriage House Pre-Use and Post Use Inspection Worksheet

DO NOT RETURN THIS WORKSHEET WITH THE RENTAL AGREEMENT! Use this worksheet to identify any facility issues prior to use. If you note facility or equipment discrepancies, please be detailed in your explanation. Following the rental period, complete the Post Use Inspection column below and leave this completed worksheet on the Carriage House kitchen counter prior to departing for property management review.

Area	Description	Pre-Use Inspection Date:	Post-Use Inspection Date:
General Kitchen Appearance	Table wiped clean and free of any residue. Floors and carpets shall be swept, mopped and free residue.		
Countertop	Wiped clean and free of any residue.		
Refrigerator	All items removed and shelves, drawers wiped clean		
Stove/Oven/Microwave	Surface and oven cleaned and free of any residue.		
Sink	Wiped cleaned and free of any residue.		
Trash Cans	Emptied and returned to locations		
Kitchen Floor	Clean of all debris, stains, and damage.		
General Great Room Appearance	Clean of all debris, stains, and damage.		
Tabletops	Wiped clean		
Floor/Area Rug	Swept or vacuumed, no damage or stains.		
Deck/Porch Appearance	Clean of all debris or any additional chairs/tables		
Men's Restroom	Clean sinks, floor, garbage removed		
Women's Restroom	Clean sinks, floor, garbage removed		
All Personal Property Removed			
Other:			

EMERGENCY CONTACT INFO: 24 HOUR EMERGENCY ANSWERING SERVICE 256.430.3088

Member Signature: _____ Date: _____

Member Printed Name: _____

Member Address or Lot Number: _____