

**Overlook Owner's Association, Inc.**  
**Clubhouse, Pool, Park Shelter/Grill**  
**Reservation and Rental Agreement**

**Please read this agreement carefully.**

Your reservation is NOT assured until a signed copy of the rental agreement is received by Overlook Owners Association: Overlook HOA, PO Box 1401, Matthews, NC 28106. Telephone: (704) 847-3507, Homeowners may reserve the clubhouse for meetings, parties and other events. Please contact Braesael Management if you require assistance with this form.

\*The renter reserving the facility is solely responsible for the facilities during the event, must be a host of the event and must be in attendance for the duration of the event.

**\*ALL reservations must be made at least two (2) weeks prior to the date of the event. The rental agreement along with a copy of the homeowner's current insurance policy must be received at least one (1) week after confirmation of the event.**

**\*Renter will be held financially responsible for any and all damages that occur during their event. Please check the facility and report any issues to Braesael Management at [overlook@braesael.com](mailto:overlook@braesael.com) prior to the event.**

\* The maximum occupancy for the clubhouse is 62 people.

\*All charitable events require approval by the Board of Directors and must be submitted for review no later than one (1) month prior to the requested date.

NO for profit events or events which guest must pay an entrance fee, purchase food or other items at a profit to the homeowner or any other persons or entity are permitted at any of the Overlook Community facilities. Overlook facilities may NOT be used for any illegal purpose. Notwithstanding, Overlook Owners Association may hold events charging such fees to be used by the association as determined and permitted by the Overlook Owners Association Board of Directors.

Any and all applicable noise ordinances are to be observed at all times during the event. The renter will be responsible for ensuring that noise levels do not cause disturbances no nearby residences.

NO balloons are permitted in the clubhouse.

NO tape or other adhesive material is permitted on the walls of the clubhouse.

NO smoking is permitted anywhere inside Overlook Community facilities.

NO alcoholic beverages may be brought outside the building.

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Revised September 2021

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As a member in good standing of The Overlook Community Association, Inc., I,

\_\_\_\_\_, an authorized resident, hereby agree to and  
(Please Print Name)

understand that we are bound by the following terms and conditions:

1. I agree to abide by the Facilities rules as set forth in The Overlook Facilities Use and Rental Agreement and agree to adhere to the Overlook Facilities cleaning checklist. I understand that infractions or violations of these rules by myself, any member of my family, or by anyone of my guests gives cause for the Association Manager or a member of the Board of Directors to dismiss any member of the above-mentioned persons from the amenity property of Overlook for the remainder of the day, or for an extended period of time as specified by the Board of Directors.

\_\_\_\_\_ Initials

2. My family, guests and I agree to respect The Overlook Community Association, Inc., its Facilities and all property and equipment contained therein and will not damage or abuse the facilities, property or equipment in any way. I agree to pay all costs of any missing property or damage caused by my family, my guests or myself.

\_\_\_\_\_ Initials

3. My family, guests and I agree to act in accordance with any rules, requirements or recommendations, as set forth by the Overlook Community Association, Inc. in relation to the health and safety of all residents and the enjoyment in use of the facilities to which each resident has a right.

\_\_\_\_\_ Initials

4. Any violations of items 1, 2, or 3 above by any family member or one of their guests gives cause for The Overlook Community Association, Inc. to fine and/or suspend or revoke amenity privileges.

\_\_\_\_\_ Initials

5. I understand that no person(s) whose privileges have been suspended or revoked may not be a guest in the facilities.

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6. I understand parking facilities in the lot adjacent to the facilities are to be used only when using the amenities.

\_\_\_\_\_ Initials

7. The renter agrees that no party is to be hosted with outside music, band, DJ, speakers, etc without prior approval from the Board of Directors of the Overlook Owners Association. When approval is granted, renter agrees to discontinue all outside music, band, DJ, speakers, etc. prior to 10:00 PM, Monday through Thursday and 11:00 PM, Friday through Sunday. Renter acknowledges failure to discontinue any and all outside noise WILL result in a charge for damage deposit in the amount of \$150 being placed on the homeowners association account.

\_\_\_\_\_ Initials

8. The undersigned hereby:
- a. Releases and waives all claims against the Board of Directors of the Overlook Community Association, Inc., its management company, employees, attorneys, successors and the Overlook Community Association, Inc. to the full extent permitted by law, for death, personal injury or damage to property sustained directly or indirectly by the undersigned or any one in any way related to or affiliated with the resident.
  - b. Assumes complete financial responsibility for the event described herein and expressly agrees to defend, indemnify and hold harmless Overlook Owners Association, Inc, Braesael Management Company, LLC and each of their respective agents, employees, legal representatives, directors, officers, members, successors-in-interest and assigns, if any, (collectively, the "Protected Parties") from and against any and all losses, liabilities, claims or demands, including the costs, expenses and attorneys' fees which may be asserted against or be incurred by any of the Protected Parties after the due execution of this Agreement, which arise from or are in any way connected with the event described herein and/or my/our use of the facility(ies) pursuant to this Agreement.
    - a. Understands that use of the Overlook Owners Association facility must not interfere with the regular pool schedule and pool rentals will not be granted sole use of the pool and pool deck. Pool rentals must be scheduled with the pool management company.
    - b. Renter must provide a minimum of one (1) adult for each ten (10) persons under the age of 18 or college age party.

1. Renters wishing to have use of the pool deck and/or pool after regular operating hours during the scheduled pool season must hire lifeguards for the length of time during which the pool and/or pool

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deck is to be used. The pool and surrounding deck is NOT to be used during the off season. Insurance requires the use of the pool management company's life guards. Please contact the pool management company for fees. Please also have AquaTech contact Braesael Management to confirm the pool party.

- a. AquaTech Pool Management can be reached at (704) 644-3121 for additional information regarding pool rentals and additional lifeguard fees and requirements. Please schedule pool rentals a minimum of two (2) full weeks prior to event date.

\_\_\_\_\_ Initials

2. The renter acknowledges that the Homeowners Insurance Policy will be the primary liability insurance for special events held at any of the Overlook Community Association facilities. The renter understands that the homeowner association's liability insurance is secondary.

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**Clubhouse Cleaning:**

**\*\*Clubhouse cleaning must be performed the same day as the date of the event.\*\***

**It is advisable to inspect the facility before your scheduled event. Depending on the last date the facility was used, you may wish to do the following cleaning prior to your scheduled event: Sweep/hose the sidewalk entrance, sweep/hose porch deck and pool deck (if used), clean bathrooms and replenish paper products, vacuum carpet, dust tables, and wash windows.**

All trash and garbage inside the clubhouse facility, to include club room, bathrooms, pool deck (if used), and parking lot must be disposed of in plastic garbage bags and placed in rollout bins in the storage room.

Sweep/hose porch deck and pool deck (if used), direct water away from the pool to prevent disrupting the chemical balance of the pool water. Wipe down all pool furniture (if used).

Vacuum all carpets, sweep and wet mop all other floor coverings, including bathroom floors.

Wipe down all counter tops, including bathroom, all table tops and mantle with a damp cloth.

Ensure all toilets have been flushed. Wipe down all porcelain sinks with a damp cloth.

Wash windows.

**RENTER (PRINT):** \_\_\_\_\_

**PROPERTY/MAILING ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

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**E-MAIL:** \_\_\_\_\_

**DATE OF EVENT:** \_\_\_\_\_ **Number of Guests:** \_\_\_\_\_

**EVENT DESCRIPTION PURPOSE:** \_\_\_\_\_

\_\_\_\_\_

**PLEASE REMEMBER TO INCLUDE ADEQUATE PREP AND CLEAN UP**

**\*\*Clean-up must be performed the same day as your rental\*\***

**FOB Numbers:** \_\_\_\_\_

**CARD ACCESS TO START:** \_\_\_\_\_

**CARD ACCESS TO END:** \_\_\_\_\_

**EVENT START:** \_\_\_\_\_

**EVENT END:** \_\_\_\_\_

**SET UP START TIME:** \_\_\_\_\_

**CLEAN UP END TIME:** \_\_\_\_\_

\_\_\_\_\_

**Renter's Signature**

**Date**

**Please include a list of adult chaperones, include name and age at the time of event, for all events  
which have minor aged attendants as well as college-age parties**

**If you have any issues with gaining access during your rental times please contact our emergency  
number: 704-614-2376**

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**For Office Use Only**

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**Date Rental Agreement Received:** \_\_\_\_\_

**Date Payment Received:** \_\_\_\_\_

**Date Post-Event Checklist Received:** \_\_\_\_\_

**Charitable Event**

**Date Sent to Board for Review:** \_\_\_\_\_

**Braesael Mgmt Employee Initials:** \_\_\_\_\_

**Board Approved: Yes / No (circle one)**

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**Printed name and signature of Board Representative**

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**Date**

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**Facilities Post-Event Cleaning Checklist**

\*Failure to follow the checklist may result in a loss of your deposit\*

<b>Bathrooms</b>	
All trash cans empty and trash placed in outside bins	
Flush all toilets and urinals	
Check for damage to any fixtures, wipe down porcelain sinks and counter with a damp cloth	
Sweep/Mop all flooring	
<b>Kitchen</b>	
Wipe down all counters and sinks	
Check for and discard all expired and non-packaged foods from refrigerator	
Make sure emergency cell phone (if present) is plugged in and charging	
<b>Main Area</b>	
All furniture and fixtures are returned to their original placement	
Sweep/vacuum carpeting. Sweep and mop all other flooring	
Return all rugs to original placement	
Set thermostat to 65 degrees Fahrenheit in the winter and 75 in the summer	
Turn off/leave on all lights as instructed at the wall switches	
Secure all doors, making sure non-handled doors are secured to the ground	
Lock front and rear doors	

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<b>Outside Area</b>	
Clean up any outside trash left behind and place in outdoor bins	

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Report any pre-event checklist concerns to the Management Company by emailing [overlook@braesael.com](mailto:overlook@braesael.com) before the start of your event

Immediately following your event report any post-event damage or non-compliances to the Management Company by emailing [overlook@braesael.com](mailto:overlook@braesael.com).

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