

**BLACK BEAR FALLS OWNERS ASSOCIATION
CLUBHOUSE LEASE AGREEMENT**

This Lease Agreement is hereby entered on _____, between Black Bear Falls Owners Association (BBFOA and _____ Renting Cabin #/Name _____
Home Phone: _____ Work Phone: _____ Cell Phone: _____
Date of Rental: _____ Time: From: _____ To: _____

LEASING CONDITIONS

Hours of Operation: Daily 11:00 a.m. to 9:00 p.m. The clubhouse must be cleaned, vacated and key returned to BBFOA employee immediately following the event. Any changes to these rental hours must be approved prior to the reservation and may be subject to a rate adjustment.

Rates: Half day rental \$100.00 (11-3 or 5-9) Full day rental \$150.00 (11-9). This agreement will not be considered effective nor will the lease date be reserved until receipt of the rental fee. Please make checks payable to Black Bear Falls Owners Association.

Damage Deposit: There will be a cash damage deposit of \$175.00 required the day of the event. A walk through of the facility will be conducted before and after the event with the person in charge and the BBFOA staff member. If the facility is left in original condition a \$50.00 cleaning fee will be deducted from the deposit and \$125.00 will be returned to the lessee within 3 days after the event. This deposit may be applied against any damages, discrepancy or violation. In the event that the lessee leaves the facility in a condition that requires more than a standard re-inspection, the lessee will be liable for hourly charges for time expended by the BBFOA personnel in connection with redemption efforts concerning the facility. This may include but is not limited to the following: putting back table and chairs, contractor coordination, subsequent inspections, accounting procedures, cleaning, etc. Rates charged are currently \$50.00 per hour.

Occupancy/Use: Maximum capacity of the clubhouse is 60 persons buffet style or 100 theater style. (City of Gatlinburg Code)

Requirements & Restrictions:

- A. The lessee is responsible to leave the clubhouse and the parking lot in the same condition as it was prior to use by the lessee.
- B. The lessee is entitled to inspect the clubhouse prior to use. The condition of the clubhouse will be inspected by BBFOA staff immediately following the event.
- C. This is a **smoke-free clubhouse**; any evidence of smoking in the facility will result in forfeiture of the entire damage deposit. Ashtrays have been provided for your use outside the building.

Lessee Responsibilities:

- A. The lessee will be held responsible for the conduct of his/her guest.
- B. Any use of the clubhouse must be strictly in accordance with all applicable BBFOA Rules and Regulations as well as all laws and ordinances of the City of Gatlinburg.
- C. Any sale or resale of alcohol is strictly prohibited.
- D. Any disturbance resulting in a legitimate complaint will be cause of the immediate termination of the Lessee's use of the clubhouse. Future use of the clubhouse by the lessee if granted will be subject to any special security provisions deemed necessary by the General Manager.
- E. The Lessee agrees to hold harmless the BBFOA and its Management from any and all liabilities and actions by the Lessee and his/her guests resulting from the use of the clubhouse and its facilities. The BBFOA and its Management will not be held responsible for any loss or damage to any personal property of any kind.

I have read the above Lease Agreement and the Rental Policies & Procedures and will abide by all stated requirements. I understand that any discrepancy, damage or violation of these requirements by myself or any of my guests may result in the loss of my damage deposit, immediate termination of my privileges under this Lease, and/or suspension of my future use privileges.

Signature of Lessee: _____

Questions please call: 865-436-4004

Please fill out above form and return to:

Fax: 865-436-7077

Or Mail to:

Black Bear Falls HOA
PO Box 869
Gatlinburg, TN 378

Black Bear Falls HOA Use:

Date Rental Fee Paid: _____ Check Number _____

Date Damage Deposit Paid: _____ Received By: _____ Key No.: ____

Date Deposit Returned: _____ Deposit Amount Returned: _____ Date Key Returned: _____

Lessee Initial: _____ Returned By: _____

**BLACK BEAR FALLS CLUBHOUSE
RENTAL POLICIES & PROCEDURES**

A. Application/Payment Procedures:

1. **EARLY ARRIVALS WILL BE PERMITTED WITH PRIOR APPROVAL.**
2. Reservations will be accepted by written application only. Telephone inquiries are welcome.
3. Black Bear Falls Owners can make reservations 13 months prior to the requested date. All other renters can make reservations 12 months prior.
4. The full amount of the rental fee is due upon approval of the rental application.
5. If the facility is left in original condition a \$50.00 cleaning fee will be deducted from the deposit and \$125.00 will be returned to the lessee within 3 days after the event.
6. The person signing the rental agreement will be considered the responsible party in case of damage, theft, or disturbance during the rental period.

B. Cancellation/Reservation Changes Policy:

1. Cancellations and changes to reservations must be in writing. Accommodations will be made whenever possible. Faxes will be accepted.
2. To receive a full refund, cancellations must be made a minimum of 30 days prior to your reservation date.
3. Fifty percent will be refunded if cancellation is made between 30 days and two weeks prior to your reservation date. The deposit is non-refundable if cancellation is made less than 2 weeks prior to your reservation date.
4. Any fees associated with a schedule change are due at the time of the request.

C. Set-up & Clean-up:

1. It is the responsibility of the applicant to set up as desired. Please move all furnishings back to their original position before leaving facility.
2. All items brought into the building by the renter must be removed by the end of the rental period. Applicants are asked to remove food, materials and decorations. Please place garbage in the receptacles provided. Please leave the clubhouse in the same condition that you found it.
3. The person in charge must be the last to leave. He/she must return the keys to the BBF staff member available.
4. The Black Bear Falls Clubhouse has the following items available for your use:
3-eight foot banquet tables, 6-sixty inch round tables, 50 folding chairs
5. You may use the stove, refrigerator and microwave available in the kitchen. Please do not remove any clubhouse supplies from the kitchen.
6. Please do not attach decorations or displays to the walls, windows, or ceiling. Please do not remove any items attached to the walls without prior approval.
7. The applicant will be charged a cleaning fee of \$50.00 (to be deducted from the damage deposit) for the cleaning of equipment and the clubhouse after the rental.

PLEASE NOTE: This cleaning fee covers only vacuuming the carpet, mopping the hardwood, and wiping down the kitchen counter tops and restrooms. If the facility is not left in the same condition as it was found, damage and/or additional cleaning charges will be deducted from the damage deposit. If the tables and chairs are not put away an additional fee of \$25.00 will be deducted from the deposit.

Initial _____

D. Use of Alcohol:

1. If you are going to be serving alcohol, you will need to provide it.
2. If you are catering your event and the caterer is supplying the alcohol and a bartender, they must provide a Banquet Permit from the City of Gatlinburg.
3. All alcohol must remain inside the rental facility at all times.

E. General Rules & Information:

1. A Black Bear Falls employee will arrive approximately 15-30 minutes before the end of your event to make sure your event ends on time, to inspect the clubhouse and collect the keys.
2. All music must be kept to a minimum sound level.
3. All minors on the premises must have adequate adult supervision.
4. Only those rooms specified on the lease agreement will be available for use by the renting party.
5. Please do not throw confetti, rice, or birdseed.
6. Use of flammable materials, such as candles is regulated by the City of Gatlinburg Fire Dept.
7. Illegal drugs, smoking, and/or gambling are not permitted.
8. Black Bear Falls can not be responsible for accidents, injury, or loss of property.
9. Damage to facilities or equipment must be reported immediately. Groups will be held financially responsible for all damages incurred during their use.
10. Misuse of the clubhouse facilities or the failure to comply with these regulations will be sufficient reason for denying any further applications.
11. Please call (865) 436-4004 if you require any special accommodations.

PLEASE KEEP FOR YOUR RECORDS.