Briarcliffe Acres Association
P.O. Box 7062 • Myrtle Beach, SC 29572

2020-2021 BRIARCLIFFE ACRES ASSOCIATION CABANA RENTAL AGREEMENT

I understand that I, an active Member of the Briarcliffe Acres Association, am solely responsible for the terms of this Agreement, will be the primary host of the party, and will be physically present throughout including set-up, the party itself, and clean up.

I understand if the Cabana Chairperson, Maintenance Chairperson or the Board of Directors determines there have been one or more infractions of this agreement, I will forfeit my deposit of $100 and will be required to pay additional costs of any damage over and above the required deposit. I will also be subject to the loss of my rights to reserve the Cabana for the rest of the year.

I will assume full responsibility as provided by in S.C. law, for any alcohol served and/or consumed by my guests at the party covered by this Agreement, and I agree that I will not serve or permit the service of alcohol to minors.

I hereby agree to indemnify and hold harmless the Association for and against any and all claims, suits and/or demands arising from alleged injury, loss or other damages to persons or property, occasioned in whole or in part by any action or omission by me or any guest while I or any of my guests are using the Cabana or Cabana areas.

I WILL ADHERE TO, AND WILL BE RESPONSIBLE THAT MY GUEST ADHERE TO, THE FOLLOWING RULES:

1. I agree the gathering covered by this agreement is for special and private purposes and is not for commercial or promotional purposes, no admission will be charged, and I will be the host of the party and present throughout.
2. I understand reservations for the use of the Cabana covers the period from 5 PM (including Set Up, unless Early Set Up is agreed to and paid for) until midnight at which time the Cabana must be cleaned and vacated. The gate will be left in the open position for guests beginning at 5 PM. Under no circumstances should vehicles be allowed to park in the Cabana parking lot before 5 PM without current BAA decals or passes.
3. I will be responsible for cleaning the Cabana (including bathrooms) and surrounding areas around the Cabana before leaving the party. I will remove all garbage and take it home for disposal.
4. I will not have more than 75 guests (including hosts and staff).
5. I will not have loud music at the party. Music must end by 10 PM Sunday-Thursday.
6. I will be courteous to other Association Members who wish to use the parking lot and to access the beach area while my party is in progress. Additionally, I will make the restrooms available for use by other Members until 8 PM.
7. I will ensure my guests do not park in “No Parking” zones along Beach Drive & Cabana Road, and that no cars are parked along the north rail of the Cabana Parking Lot marked for “Golf Cart Parking Only”.
8. I will only use removable adhesive fasteners or similar material for decorations. No nails will be used.
9. I will return tables and benches to their original location before my party. I will not move cabana benches or tables out to the beach.
10. I will not have open flames in the Cabana or on the decking. I will ensure all guests comply with the “No Smoking” rules for BAA properties. NOTE: Grills are permitted in the Parking Lot area assuming there is safe distance from all vehicles, golf carts and pedestrians.

Member Initials & Date _____

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PAYMENT & CABANA CHAIRPERSON

To reserve the Cabana for a private party, a $100 deposit and a $40 user fee (payable to BRIARCLIFFE ACRES ASSOCIATION in 2 separate checks) are required, along with this signed Agreement. The deposit check will be destroyed (or returned, if requested) provided the Cabana is verified to be clean and without damage. The $40 fee will be forfeited if notice of cancellation is not given the Cabana Chairperson 48 hours prior to the date of the reservation.

If early set-up is requested and approved (defined as access to cabana by host and those assisting with set up, only), the user fee is increased from $40 to $60. The party guests are still not permitted to arrive until after 5:00 PM, and no vehicles are allowed in the Cabana parking lot before 5:00 PM without current BAA decal or guest pass. The cabana parking lot, cabana (including bathrooms) and boardwalk are available to all BAA Members during this early set up period.

The current Cabana Reservation Chairperson is Caroline Williamson. You can mail this Agreement with attached checks to her home at 24 South Gate Road or leave in the box on her front porch marked for "BAA Rentals". Primary phone and email for Caroline are 910-734-0144 or cwew24@hotmail.com.

RESERVATION REQUEST:

Date of Party	
Time of Party (Start – End)	
Request Early Set Up (Yes / No)	
Approximate Number of Guests	
Member Name	
Member Cell Phone	
Member Street Address	

Member Signature: _____ Date: _____

For BAA CABANA CHAIRPERSON:

Date Signed Rental Agreement Received	
Date / Number / Deposit Check ($100)	
Date / Number / Amt User Fee Check ($40 or $60)	
Date Cabana Inspected. Cleared? (Yes / No)	
Disposition of Deposit Check (Returned, Deposited, Destroyed) & Date	
Date Fee Check to BAA Treasurer	