

LAUREL PARK Property Owner's Association
CLUBHOUSE RENTAL AGREEMENT

1. LESSOR: Laurel Park Property Owner's Association

c/o Real Manage LLC
301 McCullough Dr. Suite 305, Charlotte, NC
28262

2. LESSEE:

Name of Resident (s): _____

Address: _____

City: Concord State: North Carolina Zip: 28027

FOB # _____ (this number is located on the back of your FOB)

Phone Number (Home) _____ (Work/Cell) _____

E-mail: _____

Type of Event: _____

Date Requested: _____ Day of Week: _____

Approximate Number of People: (Adults) _____ (Children 1-13yrs.) _____
(maximum clubhouse occupancy per Fire Marshall - 114)

Will any form of alcohol be served at the event? Yes _____ No _____

Does your event require pool access? Yes _____ No _____

If you require pool access during your event you will need to complete and submit the Pool Pavilion Rental Agreement, additional rental fee and any other required fees.

Laurel Park Property Owners Association reserves the right to grant and/or deny rental of the clubhouse. In scheduling use of the clubhouse, the Association functions shall take precedent over private parties. The Lessee must be present for the duration of his/her scheduled event.

Lessor hereby agrees to rent the Laurel Park Clubhouse to **Lessee** on the following terms:

RENTAL FEE STRUCTURE

- LESSEE agrees to pay a **Rental Fee of \$175.00** for all private functions at the clubhouse occurring **Mondays -Thursdays**. This fee includes the cost of the rental, cleaning, and maintenance.
- LESSEE agrees to pay a **Rental Fee of \$250.00 for all** for all private functions at the clubhouse occurring **Friday - Sunday**. This fee includes the cost of the rental, cleaning, and maintenance.
- LESSEE agrees to pay a **Security Deposit of \$300.00**. Security Deposit (refundable based upon compliance with all terms and conditions) must accompany this contract.

Laurel Park Property Owner's Association
Clubhouse: 530 Georgetown Drive NW

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- Please make two (2) separate checks payable to the Laurel Park Property Owner's Association.
- LESSOR reserves the right to review and amend the charges on a case-by-case basis when neighborhood wide, charitable or regular uses are requested (i.e., Girl/Boy Scouts, monthly exercise classes...) but must still have a Homeowner as Lessee pursuant to all other terms of this agreement.

_____(initial here)

CLEANUP RESPONSABILITIES

Lessee is responsible for the cleanup duties listed on the attached Clubhouse cleanup checklist. If any clean up items are not completed, you may not receive a refund of your security deposit. Refund amounts will be determined wholly by Real Manage or a Board Member and communicated to you within ten days of your event.

_____(initial here)

REFUND OF DEPOSIT POLICY

The deposit is refundable upon confirmation by Real Manage or a Board Member that the facility was left clean and in good condition.

ANY COST INCURRED IN SPECIAL CLEANING SERVICES OR REPAIRING THE FACILITY CAN VOID YOUR REFUND IN ITS ENTIRETY. By signing this agreement, the Lessee hereby agrees to be responsible for all costs incurred in repair of the facilities, which shall not be limited to the amount of the deposit.

_____(initial here)

DAMAGE/ADDITIONAL CLEAN UP

- In cases of damage and/or additional clean up, the LESSOR may retain the security deposit in full.
- Any damage to the facility or property within the facility will be the responsibility of the LESSEE. The costs of repairing all damages will be deducted from the security deposit. Any costs of repairs remaining after applying the security deposit will be billed directly to the LESSEE. LESSEE will have thirty days from the date of the bill to pay the costs. If the bill is not paid within thirty days, the amount plus an additional \$25.00 will be collectable and enforceable as a special individual assessment against the LESSEE pursuant to the Laurel Park recorded covenants and restrictions.
- Any supplies, furniture, and cooking equipment must be removed from the clubhouse immediately following the event.
- All cleanup procedures must be completed immediately following the event.
- After the event a member of the Laurel Park Clubhouse Committee or Board will inspect the clubhouse for damage or special cleaning.
- If no damage or special cleaning is necessary, the security deposit will be returned to the Lessee within ten (10) business days following the event date listed in this contract.

_____(initial here)

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CLUBHOUSE RENTAL RULES

- LESSEE must be 21 years of age or older and must be a Laurel Park Resident.
- The LESSEE must be on site during the entire time of event set up, rental and clean up. Members are not allowed to rent the clubhouse if LESSEE does not plan to attend and supervise the entire set up, rental and cleanup.
- The clubhouse is a non-smoking facility. No smoking or vaping is permitted within the clubhouse or on the deck.
- Illegal drugs and weapons of any kind are not permitted in the clubhouse or on any other property of the Laurel Park Property Owner's Association.
- Do not tape, pin, stick or hang anything from the ceilings, floors or walls. Any damage caused by such actions will be the responsibility of the renter.
- No fires, sparklers, fireworks, or any other incendiary devices are allowed indoors or outdoors. Violations will result in a fine determined by the Association.
- LESSEE is financially responsible for any damage to the clubhouse or any association property during the rental period.
- Rental contract, rental fee and security deposit must be completed and returned to Real Manage LLC to guarantee and secure the reservation.
- Events may not create an unreasonable annoyance, inconvenience, or nuisance to the residents. Music, bands, etc. are limited to the inside of the clubhouse.
- All guests should try to park in the clubhouse parking lot or pool parking lot.
- Lessee and guest are to only use the area of the clubhouse and parking area and are also required to comply with any rules and regulations posted in the clubhouse. This excludes the pool. Failure to do so could lead to forfeiture of the security deposit.
- Any member of the Laurel Park Clubhouse Committee or Board of Directors has the right to visit the clubhouse during the event time and make sure that all rules and conditions are followed. If during the visit the committee member(s) or designee discovers any rule or condition violations, the visiting member or designee has the right to enforce rules and/or end the function with possible forfeiture of Security Deposit.
- Violation of this agreement in whole or in part will result in forfeiture of your security deposit.

_____(initial here)

ALCOHOLIC BEVERAGE POLICY

THE LAUREL PARK PROPERTY OWNER'S ASSOCIATION ASSUMES NO RESPONSIBILITY WITH REGARD TO THE LESSEE OR LESSEE'S GUESTS WHEN ALCOHOL IS ON THE PREMISES. IN EVENTS WHERE ALCOHOL IS ON THE PREMISES, LESSEE ABSOLVES AND AGREES TO HOLD HARMLESS LAUREL PARK PROPERTY OWNER'S ASSOCIATION AND ITS RESIDENTS FROM ANY LIABILITY WHATSOEVER.

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LESSEE assumes full responsibility for all alcoholic beverages that are on the premises. Alcohol may not be consumed in the parking lot, children's play area-park, tennis courts, or common area. LESSEE must obey all state alcohol regulations and is responsible for any fines should the laws be violated. LESSEE assumes all responsibility for any unfortunate accident that should occur, whether it is within the clubhouse or surrounding common areas.

_____(initial here)

The LESSEE assumes responsibility that:

- No one under the age of twenty-one (21) may consume any alcoholic beverage on the premise.
- No one who is intoxicated is allowed to continue to drink alcoholic beverages.
- Intoxicated guest(s) will not be permitted to drive home when departing the function.
- LESSEE assumes full responsibility for guests when alcohol is on the premises.
- Security Deposit will be forfeited if **ANY** of these conditions are not complied with.

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SECURITY AND ACCESS

- The FOB listed on this agreement will be activated at 9:00 am on the day of the rental and will remain active until 11:00 pm. The rear exit door to the pool is for emergency use only. This door is equipped with an audible alarm that can only be disabled by an authorized person.
- The LESSEE is responsible for locking all sliding glass doors and making sure the entry/exit door is closed whenever leaving the premises and at the end of the rental period.
- The Real Manage emergency phone number will be provided to the LESSEE for emergency contact.
- No smoking is permitted within any portion of the interior, deck, or any of the Clubhouse grounds.
- The City of Concord's noise ordinance takes effect at 11:00pm. LESSEE is responsible for complying with this regulation. Failure may result in forfeiture of the Security Deposit.

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LIABILITY WAIVER

LESSOR will officially reserve the requested facility subject to availability upon receipt of deposit, rental fee and Clubhouse Rental Agreement.

LESSEE acknowledges that his/her use of the facility is purely for the pleasure of the LESSEE and his/her guests and that neither Real Manage LLC, nor the Laurel Park Property Owners Association, nor the Laurel Park Board of Directors has assumed any responsibility for, nor shall have liability for, the action, or inaction of Homeowner(s) and his/her guests and invitees or for any injury, damage or loss any person may sustain while using the facility or in connection with or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any person while using the facility.

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LESSEE on behalf of himself and on behalf of his/her guests and invitees, their heirs, successors and assignees hereby releases Real Manage LLC, Laurel Park Property Owner's Association, Laurel Park Board of Directors, Laurel Park Social Committee and their respective officers, directors, shareholders, agents, members, successors and assignees of and from any claim which Homeowner(s), his or her guests, and invitees, now have or may further have which are related in any way to any loss, damage, or injury that may be sustained in connection with the use of the facilities or as a result of an activity, including consumption of alcohol or other intoxicating substances engaged in while using the facility.

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LESSEE agrees it indemnify, defend and hold harmless Real Manage LLC, Laurel Park Property Owner's Association, Laurel Park Board of Directors, Laurel Park Social Committee and their respective officers, directors, shareholders, agents, members, successors and assignees against any and all claims, demands, Damages, costs and expenses, including reasonable attorney's fees arising from the use of the facilities, including the buildings and sidewalks adjoining same, by the Homeowner(s), his or her guests, and invitees as a result of an activity, including consumption of alcohol or other intoxicating substances engaged in by any such person while using such facilities. In the event any action or proceeding is brought against Real Manage LLC, Laurel Park Property Owner's Association, Laurel Park Board of Directors, Laurel Park Social Committee and their respective officers, directors, shareholders, agents, members, successors and assignees by reason of any such claim, Homeowner(s) covenants and agrees to pay all costs of defense of such action or proceeding by counsel satisfactory to Real Manage LLC, Laurel Park Property Owner's Association, Laurel Park Board of Directors, Laurel Park Social Committee. The foregoing indemnification and defense obligations shall not be conditioned upon the availability of Insurance coverage and LESSEE'S failure to obtain insurance coverage or the refusal of the insurer to pay any claim or otherwise assist Homeowner(s) in fulfilling such obligations shall not relieve Homeowner(s) of the indemnification and defense obligations set forth herein.

LESSEE/Homeowner(s) has read and is familiar with the provisions of this Agreement and the rules of the facilities and agrees to comply with same.

LESSEE/Homeowner(s) assessments must be paid in full, and you must be in compliance with the Laurel Park Property Owners Association Guidelines before you lease any Laurel Park facility.

Lessee/Homeowner Signature: _____ **Date:** _____

Lessee/Homeowner Signature: _____ **Date:** _____

Lessor Signature: _____ **Date:** _____

Clubhouse Cleanup Checklist

- ☐ Pick up trash and debris from floors and countertops
- ☐ Wipe down the kitchen countertops, tables, and chairs
- ☐ Properly return tables and chairs to their carts and place them in the storage room
- ☐ Remove your items from the refrigerator / freezer
- ☐ Empty trash cans and take bags to the dumpster located in the pool parking lot (Replacement bags are in the kitchen island drawer)
- ☐ Close and lock the sliding doors
- ☐ Return the settings on all three thermostats to the required settings (winter heating mode 63 or summer cooling mode 78)
- ☐ Turn off all lights

Note: The alarm will set automatically at the end of your rental period.

Any property damage or issues should be reported to
Real Manage at LAURPARK@CiraMail.com.
Please include photos and a description of the damage!

For **EMERGENCYS** contact Real Manage at 704-520-7002
(For after-hours assistance, press 2 when prompted.)

**IF THERE ARE ANY DAMAGES OR ANY OF THE
ABOVE ITEMS ARE NOT COMPLETED YOU MAY
NOT RECEIVE A FULL REFUND OF YOUR
SECURITY DEPOSIT!**