

POOL PAVILION RENTAL AGREEMENT

LESSOR: Laurel Park Property Owner's Association c/o Real Manage LLC
301 McCullough Dr. Suite 305
Charlotte, NC 28262

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: _____

(Pool pavilion rentals start at 10am and end at 8pm)

Approximate Number of People: (Adults 16+) _____ (Children 1-15) _____
(The maximum number of people permitted is 25 including Adults and Children)

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

Laurel Park Property Owners Association reserves the right to grant and/or deny rental of the pool pavilion. In scheduling use of the pool pavilion, 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 Pool Pavilion, an outdoor pavilion located at 530 Georgetown Road, Concord, NC 28027 to **Lessee** on the following terms:

RENTAL FEE STRUCTURE

- LESSEE agrees to pay a **Rental Fee of \$50.00** for all private functions at the pool pavilion occurring **Mondays -Thursdays**.
- LESSEE agrees to pay a **Rental Fee of \$75.00** for all private functions at the pool pavilion occurring **Friday - Sunday**.
- LESSEE agrees to pay a **Security Deposit of \$50.00**. Security Deposit (refundable based upon compliance with all terms and conditions) must accompany this agreement.
- Please make two (2) separate checks payable to the Laurel Park Property Owner's Association. Note: Plan ahead and allow plenty of mailing time otherwise the Pool Pavilion may be rented before receipt of checks.

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- 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 Laurel Park homeowner or Laurel Park home renter 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 Pool Pavilion 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, a Board Member, or Board Member designee 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 or Board Member designee that the facility was left clean and in good condition.

ANY COST INCURRED IN SPECIAL CLEANING SERVICES OR REPAIRING THE FACILITY CAN CAUSE LOSS OF SECURITY DEPOSIT 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 security 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 and/or equipment must be removed from the pool pavilion immediately following the event.
- All cleanup procedures must be completed immediately following the event.
- After the event a Real Manage, or a Board Member, or a Board Member designee will inspect the pool pavilion, tables, and surrounding areas 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 agreement.

_____(initial here)

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POOL PAVILION RENTAL RULES

- LESSEE must be 21 years of age or older and must be a Laurel Park homeowner or a Laurel Park home renter.
- 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 pool pavilion if LESSEE does not plan to attend and supervise the entire set up, rental and cleanup.
- The pool is a non-smoking facility. No smoking or vaping is permitted within the pool or within the pool fence.
- Illegal drugs and weapons of any kind are not permitted in the pool area or on any other property of the Laurel Park Property Owner's Association.
- Do not nail, pin, tape or stick anything to the ceilings, floors or posts. Any damage caused by such actions will be the responsibility of the Lessee.
- No fires, sparklers, fireworks, or any other incendiary devices are allowed indoors or outdoors. Violations will result in a fine determined by the Board of Directors.
- LESSEE is financially responsible for any damage to the pool pavilion, restrooms or any association property during the rental period.
- Rental agreement, 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. Bands and Loud music are not permitted.
- All guests should try to park in the pool parking lot. NO parking in the Clubhouse parking lot.
- Lessee and guests are to only use the area of the pool and pool parking area and are also required to comply with any rules and regulations posted at the pool. Failure to do so could lead to forfeiture of the security deposit.
- Any Board Member or Board Member designee has the right to visit the pool pavilion during the event and make sure that all rules and conditions are followed. If during the visit the Board Member or designee discovers any rule or condition violations, the Board or the Board 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.

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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 pool pavilion, pool or surrounding common areas.

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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 or enter the pool.
- Intoxicated guest(s) will not be permitted to enter the pool or 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 allow the Lessee to enter the front main pool gate starting at 10:00 am on the day of the rental and will remain active until the scheduled pool closing time.
- The LESSEE is responsible for making sure all guests enter through the front main pool gate and receive a wristband from the gate attendant. The gate attendant will issue up to 25 wrist bands to attendees as they enter through the front main pool gate. All private function attendees must wear a wristband at all times.
- The Real Manage emergency phone number will be provided to the LESSEE for emergency contact.

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LIABILITY WAIVER

LESSOR will officially reserve the requested facility subject to availability upon receipt of deposit, rental fee and Pool Pavilion 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 pool pavilion, pool or surrounding common areas 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 pool pavilion, pool or surrounding common areas.

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

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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 pool pavilion, pool or surrounding common areas or as a result of an activity, including consumption of alcohol or other intoxicating substances engaged in while using the pool pavilion, pool or surrounding common areas.

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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 pool pavilion, pool or surrounding common areas, including the buildings, parking lots, outside deck, and sidewalks adjoining same, by the LESSEE, 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 pool pavilion, pool or surrounding common areas. 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, Laurel Park Property Owner's Convents, Conditions, and Restrictions (the CC&R's) 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 LESSEE of the indemnification and defense obligations set forth herein.

LESSEE has read and is familiar with the provisions of this Agreement and the rules of the facilities and agrees to comply with same.

LESSEE's property dues assessments must be paid in full, and you must be in compliance with the Laurel Park Property Owners Association (CC&R's) before you lease the pool pavilion.

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

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

Lessor Signature: _____ **Date:** _____

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Pool Pavilion Cleanup Checklist

- ☐ Clean up trash and debris from the ground and picnic tables
- ☐ Wipe down the picnic tables
- ☐ Remove your decorations and any other items from the area
- ☐ Empty the pavilion trash can and take any trash to the dumpster located in the pool parking lot
(see the gate attendant for replacement bags)
- ☐ Turn off the pavilion lights and fans

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!**