



LAUREL PARK Property Owner's Association
CLUBHOUSE RENTAL AGREEMENT

1. **LESSOR:** Laurel Park Property Owner's Association, Inc., Post Office Box 41357 - Dayton, OH 45441

2. **LESSEE:** Name of Homeowner: _____

Address of Homeowner: _____

City/State: Concord, North Carolina 28027-4533

NOTE: Only Laurel Park residents in good standing are eligible to rent the clubhouse.

Phone Number (home) _____ (cell) _____ eMail _____

Type of Event: _____ Key Fob # _____

Date Requested: _____ Day of Week: _____

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

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

3. GENERAL:

The clubhouse facilities may be rented for private events sponsored by Laurel Park Property Owners Association, Inc. The Association (herein "LESSOR") may only rent the clubhouse to Laurel Park residents (herein "LESSEE") in good standing who are 21 years of age or older. The LESSOR reserves the right to grant or deny rental of the club house. Laurel Park Property Owners Association functions shall take precedence over resident-requested functions. Fees have been established which include a required security deposit which is refundable once certain conditions have been met. The rental only applies to the clubhouse and vehicle parking lots.

4. CLUBHOUSE ADDRESS:

530 Georgetown Drive, Concord, NC 28027-4533

5. FEES:

Security deposit - \$250 (refundable)

Event - \$175 per event (Friday & Saturday)

\$125 per event (Sunday, Monday, Tuesday, Wednesday & Thursday)

6. PAYMENTS:

Payable to: Laurel Park Property Owner's Association, Inc.

NOTE⁽¹⁾: Separate security deposit and event rental checks. (2 checks)

NOTE⁽²⁾: LESSOR reserves the right to review and amend security and rental charges on a case-by-case basis when neighborhood-wide, charitable or regular-use rentals are requested (i.e., Girl/Boy Scouts, monthly exercise classes, etc.), however LESSEE must still be a homeowner and responsible pursuant to all terms of this Agreement.

7. LESSEE PRESENCE:

The LESSEE must be present for the duration of the scheduled event from entering the clubhouse for setup, throughout the event and through subsequent cleanup. Guests are not allowed in the clubhouse without the LESSEE being present.



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8. DRUGS & FIREARMS

The clubhouse is a drug-free facility. No firearms are permitted.

9. SMOKING POLICY:

The clubhouse is a non-smoking facility.

10. RENTAL PERIOD:

Rentals are for 12 or 13 hours (as below):

Sunday through Thursday - 12 hours (10 am to 10 pm) (*)

Friday & Saturday - 13 hours (10 am to 11 pm) (*)

(*) All occupants must be out of and the clubhouse secured by 10 pm / 11 pm
(as applicable) per the above rental days.

11. MAXIMUM OCCUPANCY:

Per the Concord Fire Department Fire Marshall, maximum occupancy for the clubhouse is
114 people.

12. FINANCIAL RESPONSIBILITY:

LESSEE must be financially responsible for any and all damages to the clubhouse and
surrounding clubhouse area occurring during rental.

13. SIGNED CLUBHOUSE RENTAL AGREEMENT

To guarantee a rental reservation, by signing this Agreement, LESSEE agrees he/she has read,
understands and accepts all provisions stipulated herein and agrees to abide by the rules,
regulations and restrictions set forth by the LESSOR for clubhouse rental.

14. SECURITY DEPOSIT

The security deposit will be held until a representative of the LESSOR confirms the clubhouse
was vacated by the LESSEE in clean condition and no damage had occurred. If additional
cleaning is required and/or there is damage that requires repair, the security deposit will be
forfeited in full. Further, the LESSEE agrees to responsibility for additional charges that may be
incurred for additional cleaning and/or damage repair that extend beyond the amount of the
security deposit. Any additional charges in excess of the security deposit will be billed to the
LESSEE pursuant to the Laurel Park Covenants, Conditions and Restrictions (CCRs) and will be
due and payable within 30 days of the rental date with an additional \$25 late fee assessed. If no
additional cleaning or damage repair is required, the security deposit will be shredded
(14) business days after the event date.

15. EVENT VISIT

LESSOR, or designated representative, retains the right to enter the clubhouse at any time during
the event to ensure all rules, regulations and restrictions set forth herein are being followed. If,
during the visit, LESSOR discovers any rules, regulations or restrictions are being violated, the
LESSOR or designated representative has the right to enforce the rules, regulations and
restrictions and/or end the event. The security deposit will be subject to forfeiture.

16. CLUBHOUSE CLEANUP

All LESSEE cleanup must take place immediately following the event. Alternate cleanup
arrangements can be made and coordinated with the LESSOR's management company at the
time of the reservation request and made an amended (attached) part of this Agreement.



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17. CLUBHOUSE SECURITY

After receiving a signed Rental Agreement, a security deposit and rental payment, the LESSOR grants the LESSEE access to the clubhouse for a 12 or 13-hour rental period (as applicable herein per #10 - Rental Period) by remote-electronically allowing the LESSEE's key fob to open the clubhouse (front door & porch storage room) doors. At the end of the event or 10 / 11 pm (as applicable on the rental day), the doors automatically lock and the security system will arm. It is incumbent on the LESSEE to vacate the premises prior to 10 or 11 pm (as applicable). If the LESSEE leaves prior to 10 or 11 pm (as applicable), it is the LESSEE's responsibility to close and lock the doors and arm the security system.

18. RESERVED FOR FUTURE USE

Clubhouse Committee Chair is OPEN.

19. COOKING GRILLS

Outside cooking grills are permitted in parking lots only and must be located a minimum of 10 feet from the clubhouse and landscaping.

20. PARKING

All guests must park their vehicles in the clubhouse, tennis courts or swimming pool parking lots. Street parking is allowed on one side of the street only to allow room for 2-way traffic, emergency and service vehicles.

21. ITEMS & FOOD BROUGHT TO EVENT

LESSEE's must remove all food, supplies, furniture, cooking equipment, and other items, etc. they brought to their event. However, unused disposable paper plates, cups, napkins, trash bags, utensils, etc. that were left over from a prior event may be used by the current LESSEE.

22. ANNOYANCE & DISTURBING THE PEACE

LESSEE's may not create nor permit unreasonable annoyances, inconvenience or nuisance to Laurel Park residents. Music, bands, etc. are limited to inside of the clubhouse. The City of Concord's noise ordinance goes into effect at 11 pm. LESSEE is expected to comply with this and all other City ordinances.

23. ALCOHOLIC BEVERAGES

LESSEE assumes all responsibility for LESSEE and guest consumption of alcoholic beverages on the premises including the parking lot, children's play area, tennis courts, parking lots and adjacent common areas. LESSEE must strictly adhere to and obey all state alcohol regulations. LESSEE is responsible for any fines levied should the laws be violated. Further, no one under the age of twenty-one (21) may consume any alcoholic beverage on the premises, no one who appears to be intoxicated will be allowed to continue to drink alcoholic beverages, intoxicated guests will not be permitted to drive a vehicle departing the function. Non compliance subjects the LESSEE's security deposit to forfeiture.



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24. LIABILITY & HOLD HARMLESS WAIVER

LESSEE agrees LESSOR and Herman Management, LLC assumes no responsibility nor liability for the action or inaction of the LESSEE and/or the LESSEE's guests for any injury, damage or loss any person/guest may sustain while using the clubhouse for an event. Further, LESSEE agrees LESSOR and Herman Management, LLC assumes no responsibility nor liability 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. LESSEE, on behalf of him/herself and on behalf of his/her guests and invitees, their heirs, successors and assignees hereby releases LESSOR and Herman Management LLC, Laurel Park Property Owners Association's Board of Directors and their respective officers, directors, shareholders, agents, members, successors and assignees of and from any claim which LESSEE, 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 clubhouse or as a result of an activity, including consumption of alcohol or other intoxicating substances, engaged in while using the clubhouse.

LESSEE agrees to indemnify, defend and hold harmless Herman Management LLC, Laurel Park Property Owners 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 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 facilities. In the event any action or proceeding is brought against LESSOR, Herman Management LLC, Laurel Park Property Owners 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, LESSEE covenants and agrees to pay all costs of defense of such action or proceeding by counsel satisfactory to LESSOR, Herman Management LLC, Laurel Park Property Owners Association and the Laurel Park Board of Directors.

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 LESSEE 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.

25. DURATION

This Agreement will remain in effect during the rental period and until the the security deposit is refunded and further to cover any and all claims that may subsequently arise from the rental of the clubhouse during the rental period defined herein.



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26. LEESEE QUALIFICATION & AFFIRMATION

LESSEE must be in good standing with the Laurel Park Property Owner's Association and all billings must be current, all assessments must be paid in full. LESSEE herein affirms he/she has read and is familiar with the Laurel Park Clubhouse Rental Quick Reference Guide, Frequently Asked Questions and Exiting the Clubhouse Checklist for this clubhouse rental request to proceed.

I/we, the undersigned, have read, understand and agree to comply with all stipulations of this LAUREL PARK CLUBHOUSE RENTAL AGREEMENT.

LESSEE Signature: _____ Date: _____

(2nd) LESSEE Signature: _____ Date: _____

Due to Governor Cooper's recent transition to Phase 2.5, Owners are required to follow all guidelines set forth in the Phase 2.5 Mandate (Please copy and paste the link into your web browser for more details: <https://governor.nc.gov/news/north-carolina-move-phase-25>)

I have read the Phase 2.5 Mandate and agree to comply with all guidelines set forth in the Mandate.

Owner Signature: _____ Date: _____