

CURETON HOMEOWNERS ASSOCIATION, INC.
CLUBHOUSE RESERVATION AND USAGE AGREEMENT

To request Clubhouse rental fill out the following agreement and email to clubhouse@mycmg.com

Name of Homeowner(s): _____

Address: _____

Home Phone: _____ Work: Phone _____

Rental Time: Start: _____ Rental Time Ends: _____

Of Attendees over 18: _____ # of Attendees under 18: _____

Email _____

Rental Description: _____ Dates: _____

I understand and agree to all the following conditions and rules in reserving and utilizing the Cureton Homeowners Association Clubhouse ("Clubhouse"):

1. I am a homeowner in good standing with the "Cureton Homeowners " Association", i.e.. all annual and special assessments are current and no outstanding liens or covenant violations related my property.
2. I agree to accept any, and all, responsibility for cleaning and any costs for any repair and or damage done to the furnishings or property on the Clubhouse premises in relation to the usage of the Clubhouse. This includes prohibiting the use of thumbtacks, nails, staples, glue, masking tape, etc. to attach anything to the walls, doors, furniture, trim, etc. Decoration of the Clubhouse should only utilize painter's *tape* and/or poster putty (fun-tak) to prevent any damage to walls and furnishings. Furnishings are not to be taken outside. If damage occurs through this type of use, repairs will be made and the cost deducted from the deposit and any amount over the deposit will be charged to the resident homeowner. I agree that any such costs can be collected by the Association as " Benefitted Assessments" as such term is defined in Section 8.4 of the Declaration of Covenants, Conditions and Restrictions for Cureton as recorded in Book 3436, page 512 of Union County, NC Public Registry, together with all remedies for enforcement as set forth therein.
3. I agree to pay according to the following deposit and facility fee schedule:

| | |
|---|---|
| Reservation/ Usage Fee for a maximum of 5 hours (including setup and clean) | \$ 250.00 |
| Security Deposit | \$ 250.00 |
| Cancelation Fee will be issued if you cancel within 30 days | \$ 50.00 |
| Additional Hours \$35 per hour | After 11 P.M. \$ 30.00 each additional ½ hour |

The Security Deposit check will be returned after inspection has determined that no damage has occurred and that **all conditions of this agreement have been met. If any conditions of this agreement are not met, your deposit check will not be returned.** If damage is in excess of the deposit amount, resident homeowner will be billed for the costs of repairs.

4. I agree to remove all trash from the premises, remove all items from the refrigerator and wipe up any spills on the floors or furniture prior to vacating the premises. I agree to return the premises to pre-usage condition including ensuring furniture is in its original place, resetting the temperature controls, turning off the lights and securing the premises.

(Refer to Homeowner's Clean-Up Checklist)

5. Rental to non-community groups or for commercial or retail use is not allowed.

6. No sub-leasing or third party Rentals. Resident homeowners of Cureton may only rent the Clubhouse. A resident homeowner must be present at all times during the rental period.

NOTE: Rental of the Clubhouse by a resident for use by someone other than a resident is strictly prohibited. Violations of this rule are grounds for permanent revocation of the resident's right to use the Clubhouse.

7. Rental of the Clubhouse house does NOT include use of pool or access to pool area.

8. The resident homeowner responsible for the scheduling of the rental of the Clubhouse must be present at all times while the scheduled event is in progress. All Rentals (including the set up and cleaning) are limited to the hours of 8:00 AM to 11:00 PM with the maximum attendance of **50 people**. All music must be contained within the Clubhouse. The parking lot may not be used as a part of the event other than for guest parking.

9. The Clubhouse (including the parking lot) is a smoke free facility. Animals are prohibited at all times in the Clubhouse and surrounding pool area with the exception of guide/service animals.

10. Those residents and their guests who would otherwise be lawful consumers of alcoholic beverages under applicable city, county and state laws may only consume unfortified wine and beer. By allowing the consumption of alcoholic beverages at Clubhouse private events, the Cureton Homeowners, Association's, Club house Committee, it's Board and Committees do not assume liability in any form, implied or otherwise, that may arise as a result of said consumption. The sale of alcoholic beverages within the Club facility is strictly prohibited.

11. The Clubhouse Committee reserves the right to allow use of the facilities for a certain community or civic-oriented events and may waive or reduce the facility fee and/or deposit for these types of events.

12. The Clubhouse Committee reserves the right to change the facility fee and deposit fee. The Club house Committee also reserves the right to grant or deny rental of the Club. Clubhouse Committee functions shall take precedence over private Rentals.

13. Violation of any of the Club Rules will be grounds for disciplinary action through the Club house Committee in accordance with the Association's governing documents as well as potential revocation of Club privileges.

14. The Homeowner agrees to indemnify and hold harmless the Association's, Clubhouse Committee, its officers and directors, agents and employees from and against any and all claims, liabilities, losses, damages, actions, costs, expenses and demands of any party made against the Association's, Club house Committee, its officers and directors, agents and employees arising out of or in connection with any event held in the Club by a homeowner pursuant to the reservation agreement or otherwise. I understand that the Clubhouse Committee reserves the right to enter the Club and terminate my use thereof should I violate any term hereof or should the conduct of any person using the facility endanger the health, safety, or well-being of any person or constitute a threat to any property. I further agree to all of the above conditions in reserving and utilizing the Cureton Clubhouse as well as the

Clubhouse Rules.

15. The clubhouse will **NOT be available for rent from Thanksgiving Day up to and including New Years Day.**

16. Association shall not be liable for any damages to or loss of any homeowners', guest's, or invitee's, personal property of any type for any reason or cause whatsoever.

Rental Check No. _____ Amount \$ _____

Rental Date _____ Open @ _____ Close @ _____

Homeowner Signature: _____

Date/ Phone number: _____

Deposit Check No. _____ Amount \$ _____

Deposit retained and reason: _____

Date Deposit Returned _____

Clubhouse Committee Representative

Accepted Date

CURETON HOMEOWNERS ASSOCIATION, INC.

CLUBHOUSE RULES

The Cureton Clubhouse is for the enjoyment of all residents. In order to ensure safe conduct and use of the facility, as well as protect the value of the amenity, the following rules governing the Clubhouse use have been adopted by the Board for the Cureton Homeowners Association:

1. Anyone under the age of 18 must be accompanied by a parent or a guardian at all times while using the Clubhouse. The supervising person must be a resident of Cureton.
2. No person under the age of 21 shall possess and/or consume any type of alcohol while using the Clubhouse, the amenities and the parking lot. The Cureton Homeowners Association, and any Committee thereof does not assume liability in any form, implied or otherwise, for any violation of this rule. Violation of this rule will be grounds for disciplinary action through the Association in accordance with the Association's governing documents as well as potential revocation of Clubhouse privileges. (This restriction does not apply to the private party reservations when the appropriate documents are filed with the Association in advance).
3. All residents and their guests should be respectful of their neighbors while in the facility at all times. Abusive/foul language, disrespectful behavior, intimidation and/or fighting will not be tolerated. Violation of this rule will result in immediate dismissal from the property, be grounds for disciplinary action through the Association, in accordance with the Association's governing documents, as well as potential revocation of Clubhouse privileges.
4. All music must be contained within the Clubhouse. **NO** Access to the Pool area. (Door shall remain Closed)
5. The parking lot may not be used for anything other than guest parking. 6. The Clubhouse is a smoke free facility.
6. No cooking is allowed at the Clubhouse with the exception of microwave use.
7. Animals are prohibited at all times in the Clubhouse and surrounding pool area with the exception of guide, service dogs.
8. All residents should inspect the Clubhouse upon arrival and notify the Clubhouse Committee and/or Association Management immediately if there are any problems.
9. All residents shall accept any and all responsibility for any costs and/ or repair of any damage done to the furnishings or property on the Clubhouse premises in relation to their and their guests' usage of the Clubhouse (Section 7.4 of Article VII of the Declaration of CC&R's for Cureton HOA).
10. In addition to any other remedies available to the Association, Pursuant to North Carolina General Statutes Section 1-538.1, the Association shall be entitled to recover damages not to exceed a total of TWO THOUSAND AND NO/100 U.S. DOLLARS (\$2,000.00) from the parent(s) or legal guardian(s) of any person under the age of 18 who maliciously or willfully destroys the property of the Clubhouse. In addition, the Home Owners Association is not precluded or limited in its recovery from seeking damages from either the minor child and/or the minor child's parent(s) pursuant to the common law

remedies available in this State.

11. All residents shall return the premises to pre-usage conditions including ensuring furniture is in its original location, resetting temperature controls, turning off the lights and securing the premises.

12. Access to the Clubhouse (kitchen, bathrooms, etc.) from the pool area will be restricted to Clubhouse committee approved special events. Violation of this rule is grounds for permanent revoking of the rights to use the Clubhouse.

13. The Clubhouse committee reserves the right to enter the Clubhouse at any time; the Clubhouse committee reserves the right to terminate any residents' use of the Clubhouse if any resident or his/her guests violate any of these rules or should the conduct of any person using the Clubhouse endanger the health, safety or well being of any person or constitute a threat to any property.

I understand and accept Responsibility of above Rules.

Homeowner's signature: _____ Date _____

**CURETON HOMEOWNERS ASSOCIATION, INC.
CLUBHOUSE CLEAN-UP CHECKLIST**

Name of Homeowner's: _____

Date of Rental _____ Open _____ Closed _____

Please be sure the Clubhouse is clean before any guests arrive. If it is not clean, please notify a member of the Clubhouse Committee.

The Clubhouse does not provide a cleaning service after each event. Therefore, it will be necessary for the homeowner to leave the facility clean; otherwise, you will be responsible for the cost of the additional cleaning service and/or repairs.

_____ All rug area shall be vacuumed

_____ Bathrooms clean with no trash or water on floor.

_____ Kitchen cabinets and counter tops clean. All appliances should be clean and shut off

_____ Refrigerator clean and empty with no food or drinks left behind. Sinks clean and dry.

_____ Tables wiped down and clean and all furniture in its place.

_____ Floors clean. Spills mopped and carpet vacuumed.

_____ Empty all trash cans and remove all garbage from premises.

_____ Clean glass surfaces including doors and tables.

_____ Inspect surrounding grounds to ensure no trash, cigarette butts, food, etc..

_____ Inspect general overall condition of facility. Lights off, thermostat adjusted and doors locked.

Comments: _____

The Clubhouse [was /not] returned in a neat clean and orderly condition _____ Yes _____ No (initial)

Date Inspected: _____ Time _____

Homeowner's signature: _____ Date _____

Clubhouse Committee Signature: _____ Date _____