



**ADAMS POINT
HOME OWNERS ASSOCIATION
CLUBHOUSE – RENTAL AGREEMENT/WAIVER**

NAME:	PHONE:	
ADDRESS:	EMAIL:	
SELECT ONLY ONE SLOT	SLOT –A: 9:00AM to 1:00PM	SLOT-B: 4:00PM to 8:00PM
ENTER EVENT DATE UNDER SLOT		
Slot includes setup & teardown time		
EVENT TYPE		
NUMBER OF ATTENDEES	Total Attendance = _____	
*MAXIMUM NON-RESIDENT GUEST =	Total Non-Resident Guest = _____	
20	**All Non-Resident Guest will be required to wear LIME GREEN WRIST BAND during the event. This will be supplied to you prior to the event.	

RESPONSIBILITIES:

- 1) I understand exclusive use of the clubhouse and access to the pool and or associated amenities established by this rental agreement is not associated with general amenity access as defined in the covenants and I understand and accept;
 - a) The terms of this agreement may restrict use as necessary to ensure ALL Adams Point HOA Members/RESIDENTS have uncompromised access to the pool or other associated amenities.
- 2) I understand the Adams Point HOA Board reserves the right to cancel any rental due to problems associated with the safe and proper operation/use of the clubhouse room, bathrooms, or pool and associated amenities.
- 3) I understand and accept any violation by me or my non-resident guest of the pool or associated amenity rules or Clubhouse Rental guidelines stated here in will be grounds for immediate shut down/cancellation of the party without refund. If the party is shut down/cancelled all non-resident guest will be required to leave the premises (pool, clubhouse room, parking lot and or associated amenities) immediately.
- 4) I understand and accept that I will be responsible for the non-resident guests in attendance of this rental.
 - a) All guests must follow all pool and clubhouse rules and be respectful of all Adams Point HOA members/residents who may be using the pool.
- 5) I will be financially responsible for any repairs to the pool or clubhouse area caused by me or my non-resident guest.
 - a) Charges/Assessments for damage or cleaning resulting from my rental of the facility are collectable and subject to the HOA collection process if not paid after 30 days.

Reference
***NC 47F-3-102 (10)**
****Adams Point Covenant Article II, Section 1 (5)**
- 6) I understand and accept all party aspects are at my and or my guests own risk. Adams Point is not responsible for injuries sustained in the pool area or other incidents. "Horse play" is prohibited.
- 7) I understand if my rental occurs outside the pool season, the pool is closed and **swimming is not allowed during the seasonal closure of the pool**. Adams Point accepts NO risk associated with people who enter the pool or pool area while attending the event.

ACTIVITIES & ACCESS:

- 1) I understand at any time the attendant or representative of the board may inquire about the residency status of guest to ensure the guest guidelines are being followed.
- 2) I understand and accept activities associated with my event and guest shall be confined to the activity room and pool area.
- 3) I understand my event is limited to a **MAX of 20 non-resident guests**.
- 4) All individuals (residents and non-resident guests) must check in per the normal check-in procedures when the attendant is present.
 - a) Rentals starting prior to attendant arrival will be subject to all individuals (resident and non-resident guest) signing in once the attendant arrives.
 - b) All Adams Point non-resident guests must wear a **LIME GREEN WRIST BAND** while on the premises. The HOA will provide renter the wrist bands within 2 to 4 days prior to the rental date.
- 5) I understand all non-resident guest must vacate the facility/property and or associated amenities at the end of the rental time.
- 6) I agree to remain on the premises until all non-resident guest have departed the premises (clubhouse room, pool, parking lot and or associated amenities).
- 7) I understand and accept all food will be confined to the activity room and that no gas grills or pig cookers will be allowed on the premises.
- 8) I understand and accept that no event or party tents may be used on the premises.
- 9) I understand painter's tape or non-marring material that will not remove the paint or damage the surface of the walls or ceiling must be used to hang any materials.
- 10) I understand and accept that music will be contained to the activity room and needs to be kept at a reasonable volume. Explicit content/lyrics are not permitted.
- 11) I understand and accept body paint/face paint/party favors (streamers, silly string, etc.) **are not allowed** in the pool area.

CLEANING:

- 1) I understand and accept the responsibility for all clean up after my party.
- 2) I will remove any garbage that will not fit properly in provided receptacles.
- 3) I will ensure that facilities including the clubhouse room and restrooms are left in an acceptable manner.
- 4) I will clean any food or drink residue left on the party room floor or patio of the pool.
 - a) The clubhouse room must be clean and all personal belongings removed by the end of the rental time.
 - b) Failure to clean, dispose of trash, and return the clubhouse party room to its original condition will result in assessments levied against Owners for misuse or damage to common areas.

Reference

****NC 47F-3-102 (10)***

*****Adams Point Covenant Article II, Section 1 (5)***

CHARGES:

- 1) I understand and accept there is a **\$100 Rental Charge** for the pool clubhouse for a 4 hour rental slot/period, which will allow limited access to the pool during the event for **up to a total of 20 non-resident event guest**.
 - a) Payment must be received in order to confirm reservation.
 - b) Payments may be made online or by check and your account must be in good standing with no outstanding balance to reserve the clubhouse.
 - c) I understand there will be a \$15 cancellation fee.
 - d) Payment for the facility does not imply services are provided.

RELEASE, INDEMNIFICATION AND HOLD HARMLESS:

- 1) TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY AGREE TO HOLD HARMLESS, INDEMNIFY, PROTECT AND DEFEND ADAMS POINT COMMUNITY ASSOCIATION, INC., ITS OFFICERS, DIRECTORS, MEMBERS, AGENTS AND INSURERS (INDIVIDUALLY OR COLLECTIVELY HEREINAFTER, "INDEMNITEE"), FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, ACTIONS, CAUSES OF ACTION, PROCEEDINGS, LAWSUITS, SETTLEMENTS, JUDGMENTS, FINES, PENALITIES, LOSSES, ATTORNEYS FEES, LITIGATION COSTS, INTEREST, AND EXPENSES OF ANY KIND (INDIVIDUALLY OR COLLECTIVELY HEREINAFTER, "LOSSES") FOR DAMAGES FROM BODILY OR PERSONAL INJURY, DEATH, THE DESTRUCTION OR LOSS OF PROPERTY (INCLUDING LOSS OF USE), OR ANY OTHER KIND OF DAMAGES OR HARM, ARISING OUT OF, OR RESULTING FROM, OR RELATED IN ANY WAY TO THE RENTAL UNDER THIS AGREEMENT, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY INDEMNITEE. THE LOSSES DESCRIBED HEREIN SHALL INCLUDE, BUT ARE NOT LIMITED TO, DEMANDS, CLAIMS, OR ACTIONS ASSERTED BY ANY THIRD PARTY. THE INDEMNITY PROVISIONS CONTAINED HEREIN ARE INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY LAW.

- 2) For and in exchange for the rental of the clubhouse, I, on behalf of myself and my guests, do hereby release and forever discharge ADAMS POINT COMMUNITY ASSOCIATION, INC., its insurers, agents, officers, directors, members, legal representatives, successors and assigns (collectively, the "Released Parties") from, and shall indemnify, defend and hold harmless the Released Parties for and against, any and all claims, demands, damages, actions, causes of action, or suits of equity, of whatsoever kind or nature, whether heretofore or hereafter accruing or whether known or not known to me, for or because of any matter or thing done or omitted by or on behalf of any of the Released Parties or representations made by any of the Released Parties, prior to and including the date of execution of this Agreement, arising from or in any way relating to the rental under this Agreement. The foregoing release, indemnity and duties to defend and hold harmless the Released Parties include, but are not limited to, all claims that could have been or could in the future be filed or asserted or any persons claiming through them against any of the Released Parties, if any, in any forum, arbitration proceeding, or lawsuit.

By Signing below, I understand and agree to all the terms of this agreement.

_____ Date _____
 Adams Point Resident Signature

 Address

SEND PAYMENT TO:

Adams Point Community Association, PO Box 79032, Charlotte, NC 28271.