

HAMPTONS AT NORTHCROSS
Doyers/Vixen Clubhouse Facilities
Application and Indemnity Agreement

Name of Owner/Lessee: _____

Address: _____

Age: _____ (must be at least 21)

Home Phone: _____ Business Phone: _____

E-mail Address: _____

Rental Date: _____

Time of Use : _____

Type of Event: _____

Number of Guests: 1 – 20 () 21 – 50 () 50 - 100 () over 100 ()

Kitchen: Will be used () Will not be used ()

Pool: Will be used () Will not be used ()

Alcohol: Will be served () Will not be served ()

Alcohol is not permitted at any function where the pool will be reserved.

\$ _____ Rental Fee due with contract. (Separate check from refundable security deposit)

Daily Rental: \$100.00

Business Rental: \$150.00

Daily Business Rental: \$10.00 for recurring events who utilize the clubhouse multiple times a week over a series of weeks for the business event (one that requires payment by attendees).

Neighborhood book clubs, scout groups, etc.: Rental fee waived

\$ 200.00 A \$200.00 Refundable Security Deposit is due when contract is returned.

\$ _____ Total Amount Received (In two separate checks)

All checks are to be made payable to Hamptons at Northcross Homeowners Association, Inc. There will be a \$20.00 service charge for checks returned by the bank for insufficient funds.

I, (hereinafter “Owner”), agree to reserve the _____ (Doyers/Vixen) Clubhouse of the Hamptons at NorthCross Community Association, Inc. under the following terms and conditions:

1. That the Owner is solely and fully responsible for the conduct of all guests and attendees. Owner assumes full responsibility for any unlawful or illegal activity occurring during the course of the event, including, without limitation, any use of drugs or controlled substances. The use of fireworks is prohibited. Owner assumes full responsibility with respect to the service, use and consumption of any alcoholic beverages during the course of the event and agrees to ensure that alcohol is not permitted, served or otherwise made available to any underage person or intoxicated person. Owner must assure no access to the pool deck while the pool is closed. Owner must be in attendance at all times during any rental.

2. That the rental of the Club Facilities and/or Pool by an Owner, or other approved renter, whom desires to allow the consumption of alcoholic beverages, MUST obtain from their Owner's Insurance Carrier a Certificate of Insurance listing the NorthCross Homeowners Association, Inc. ("Association") as the secondary insured on the certificate. This Certificate of Insurance must be provided no later than seven (7) days prior to the event.

3. The Association assumes no responsibility with respect to the use, conduct or activities of Owner or any guests or attendees. The Owners agree to indemnify and hold harmless the Association, its officers, directors, employees, agents, and members, past, present, and future from any and all claims, cost, causes of action and liability(including, but not limited to, attorney fees) for any injury, to either person or property, suffered by me, my family, employee agents, servants, guest, invitees or any member of the Association or any other person that arises from or are in any way related to the above activity, whether or not caused by the Association's negligence.

4. Upon submission of this Application and Agreement, the Owner shall make a deposit in the amount of \$200.00, which will be used to pay for cleaning cost or damages to the Clubhouse, its contents, or any portion of the property resulting from any action or actions of persons present, attending, or in any way related to this function. If the cost of repair or cleaning after the event exceeds the \$200.00 deposit, Owner agrees to pay the Association the full cost of all repairs within ten (10) days of receipt of an itemized statement from the Association. Such amounts shall be due and payable as an assessment against the Owner's Lot and collectible in accordance with the Association's Declaration and By-Laws.

5. In addition to the \$200.00 deposit, the non-refundable rental fees shall be in the amounts as set forth on page 1 of this Agreement. This rental fee is non-refundable if the event is canceled or changed 14 days prior to the original rental date stated above.

6. Any Owner who is renting for business purposes, a usage fee of \$150.00 is required. Owners are permitted two rentals for business purposes in one calendar year. The Owner must be in attendance at all times during any rental for business purposes. If an Owner does not accurately disclose business use at the time of rental, such Owner will forfeit the right to rent the Doyers Clubhouse for a full calendar year.

7. Attendees at all functions must be by invitation only. No open attendance is permitted. If rental is a community event (meaning open to Hamptons residents) it must be approved by the BoD and advertised in Wednesday Weekly (beyond a FB outlet such as Hamptons Moms).

8. If the pool is going to be utilized for this event, additional lifeguards will need to be in attendance. Please refer to the following procedure for reserving the pool. This needs to be done at least 2 weeks in advance.

a. Go to <https://tridentpoolgroup.com/>

b. Click on "REQUEST A POOL PARTY".

c. Fill out the form, read/agree to the terms and conditions and click "Submit". Please note that only one party can be booked at a time. The pool will be open to the community during normal business hours.

Trident Pool Group, TPG, party request applications will be initially acknowledged within 2 business days of initial receipt. A party request is not fully approved until payment is received and TPG has confirmed the party has been approved, paid, and scheduled. Residents have to follow TPG Terms & Conditions.

9. The Owner understands that continued use of the Clubhouse/Pool after hours for which it has been reserved will constitute a breach of this Agreement and will result in forfeiture of my deposit as well as an additional non-refundable fee in the same amount as the original fee set forth in paragraph 5.

10. Owner assume all responsibility for the actions and behavior of all persons present, attending, or in any other way related to this function and agree to be personally responsible for causing all such persons to comply with the Association's Declaration, By-Laws and Rules and Regulations. I acknowledge that violation thereof by any person present, attending, or in any other way related to this function may, at the sole discretion if the Association's Board of Directors, result in forfeiture of my deposit.

11. The Association shall not be responsible for any loss by theft or otherwise to any property of Owner and his or her guests and shall not be responsible for any damages by accidental action of elements, or other cause beyond the reasonable control of the Association to any property of the Owner and his or her guests.

12. Owner understands that he or she is subject to the rights herein reserved by the Association to enter the Clubhouse, and terminate my use thereof, should the conduct of any person using the facility endanger the health, safety, or well-being of any person, or constitute a threat to the property.

13. Owner is at least twenty-one (21) years of age and will be in attendance at this function at all times. No sub-renting is permitted. Owner hereby agrees and represents that the Clubhouse will be used for lawful purposes only and if any conduct at the function I am sponsoring violates federal, state or local laws or ordinances, my rights to use the Clubhouse under the Agreement shall be terminated and the Association shall have the right to take possession of the Clubhouse and instruct my guest(s) to leave the property.

14. The clubhouse may not be rented by anyone under the age of 21. If the function will be attended by persons less than 18 years of age, Owner hereby agrees that the ratio of adults (21 years and older) to minors (less than 18 years) shall be 1 to 10.

15. Subject to the terms provided for in this Agreement, the deposit will be refunded or check shredded within fourteen days of the event. (see below)

16. Owner agrees to clean the facilities after use so as to be left in satisfactory condition and ready for the next function.

17. Owner understands that my reservation of the Clubhouse on the aforementioned date will not be confirmed, nor will this Agreement be binding until such time as Agreement has been executed, along with a deposit, and the Association has confirmed receipt.

18. Owner has carefully read and understands this form and the attached rules and agrees to be bound by its terms.

THE BOARD RESERVES THE RIGHT TO CHANGE OR MODIFY ANY TERMS OR CONDITIONS SET FORTH IN THIS AGREEMENT AT ANY TIME.

MAKE ALL CHECKS PAYABLE TO THE HAMPTONS' HOMEOWNERS ASSOCIATION, 1 FOR THE SECURITY DEPOSIT, AND 1 FOR THE RENTAL FEE. THERE WILL BE A \$20.00 SERVICE CHARGE FOR CHECKS RETURNED BY THE BANK FOR INSUFFICIENT FUNDS.

Your security deposit will be shredded once a walk thru is completed by the committee verifying the cleanup checklist is complete. If cleanup list is not complete, your entire security deposit will be forfeited.

SIGNATURE _____

DATE _____

RETURN TO:

Vixen Rentals

vixenclubhouse@gmail.com

Erin Doyle, 9615 St. Barts Lane, Huntersville, NC
586-484-0429

Francesca Asaro, 9521 Ricksted Court, Huntersville, NC
518-366-3411

Doyers Rentals

doyersclubhouse@gmail.com

Roberto and Miluska Taboada, 9512 Cennetta Court 9514 Havenridge Court Huntersville, NC
980-297-0393

Alcoholic Beverage Policy

The Hamptons at NorthCross Homeowner's Association

Social Events and Clubhouse Rental

Effective Date: June 12, 2011

Per a resolution approved by the Board of Directors, The Hamptons at NorthCross Homeowner's Association has discontinued the serving and/or supplying of alcohol for any and all HOA events.

HOA Events

Alcohol will not be supplied or served by the Hampton's Homeowner Association at any HOA sponsored social event.

Homeowners and guests will be allowed to bring their own alcohol ("Bring your own/BYOB") subject to the following conditions:

- No glass containers are allowed outside the clubhouse area at any time.
- No person shall consume enough alcohol to become inebriated (as defined as the minimum level of blood alcohol which would make it an offense to operate a motor vehicle under the laws of the City of Huntersville and the state of North Carolina).

Additional Requirements for Clubhouse Rentals

- The member(s) holding the event will be responsible for enforcing the Alcoholic Beverage Policy.
- The HOA and member(s) will enforce all of the laws of North Carolina and Mecklenburg County concerning alcohol including age restrictions.
- All responsible parties shall complete and sign the clubhouse agreement, which includes a copy of the Alcoholic Beverage Policy.
- If a clubhouse rental event includes alcohol consumption, the member(s) holding the event will provide and attach a Certificate of Insurance from their personal homeowner insurance carrier naming "The Hamptons at Northcross" as an additional insured for the date of the event.
- If the agreed upon alcohol policies are not upheld, violators agree to pay for all damages and forfeit their security deposit to the Hamptons Homeowners Association.

Acknowledged and Agreed to by:

Homeowner Signature/Date