

# INSTRUCTIONS FOR VILLAGE GREEN RESERVATION APPLICATION

## Point Owners Association

This outlines the Point Owners Association (POA) application for the Village Green Reservation process. The process to reserve the Village Green is conducted by the Hawthorne Management, Board of Directors, or a committee appointed to act on behalf of the POA, which is also sometimes referred to as the Advisory Board Committee (ABC).

To reserve the Village Green please follow these instructions.

### Reservation Instructions:

1. Choose the date and time of your event.
2. Verify the availability of the Village Green by contacting Ashleigh Jones at Hawthorne Management Company via email [ajones@hawthornemgmt.com](mailto:ajones@hawthornemgmt.com) or 704-377-0114 Ext.113.
3. Fill out the Village Green Reservation Application.
4. Submit Completed Application by Fax, Mail, or Email to Hawthorne Management Company.

Once you have completed your application and related attachments, please submit as follows:

Mail to: Hawthorne Management Company  
PO Box 11906  
Charlotte, NC 28220

(or)

Fax to: 704-347-4475

(or)

Email to: Ashleigh Jones at [ajones@hawthornemgmt.com](mailto:ajones@hawthornemgmt.com).

# VILLAGE GREEN RESERVATION APPLICATION

1. Name of Applicant/Organization: \_\_\_\_\_  
Address \_\_\_\_\_  
Today's Date: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

2. Requested Information:  
Person Responsible at Event: \_\_\_\_\_  
Event Title: \_\_\_\_\_  
Event Date: \_\_\_\_\_  
Time Event Starts: \_\_\_\_\_ Ends: \_\_\_\_\_  
Number of People Expected: \_\_\_\_\_

3. Brief Description of Event (Include details items that will be displayed or staged)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Read the following Conditions of Use and Agreement and sign certifying that you have read and understand the Conditions of Use and Agreement.

5. Applicant hereby agrees to provide the POA evidence of insurance.

Name of Insurance Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Policy Number: \_\_\_\_\_

Date Received: \_\_\_\_\_ Date Approved: \_\_\_\_\_

Received By: \_\_\_\_\_ Approved By: \_\_\_\_\_

## CONDITIONS OF USE

1. Prior to any event being held on the Village Green owners by POA, applicant must submit a "Village Green Reservation Application" and review and sign a Use Agreement. Said reservation application and Use Agreement must be completed in full and approved by the Association. All necessary information must be submitted at least 4 weeks prior to an event. Any changes made to an event require submission of a revised Village Green Reservation Application and Use Agreement, which must be re-approved. Contact Ashleigh Jones at [aajones@hawthornemgmt.com](mailto:aajones@hawthornemgmt.com) or 704-377-0114 Ext.113 regarding Village Green use policy and procedure questions.
2. A private or commercial business sponsorship of an event is allowed with the following conditions; **No direct solicitation, product display's or product demonstration's may take place on the Village Green before, during or after the event.** A banner or sign may be placed on the Village Green on the day of the event for promoting and advertising purposes of the organization sponsoring the event.
3. The person named as the "person responsible" for the event on the VILLAGE GREEN RESERVATION APPLICATION must be in attendance for the duration of the event.
4. Use of the Village Green prohibits any vehicles to driven on any grass area.
5. **No alcoholic beverages are allowed on the Village Green for the requested Event.**
6. Any object that must be secured with stakes must be stated in the request due to possible damage to the irrigation system.
7. Certain Events may require Special Events Liability Insurance. This will be determined by the parties approving use of the Village Green. The amount of insurance shall be based upon the type of event taking place.
8. POA reserves the right to approve and/or cancel any reservation in their sole and absolute discretion.

Applicant certifies that it has read and understands foregoing Conditions of Use and agrees to comply with same.

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Signature of Applicant

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Date

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Print Name

# VILLAGE GREEN USE AGREEMENT

In and for consideration of POA agreement to allow Applicant to reserve and use the Village Green, the Applicant acknowledges and agrees:

1. During Applicant's reservation and use of the above – described Village Green he or she shall obey all local, county, state and federal laws, rules and regulations as well as all applicable covenants, conditions, rules and regulations promulgated by POA. Applicant shall also ensure that all guests and invitees obey all applicable laws, covenants, conditions, rules and regulations while present at the event and while on association property.
2. Applicant shall be solely responsible for cleaning the Village Green immediately after the Event and returning the Village Green to the condition in which they existed prior to the Event. If the Applicant fails to properly clean the Village Green upon completion of the Event, the POA may clean the Village Green and all cleaning costs incurred by POA shall be reimbursed by Applicant.
3. Applicant shall be solely responsible for any damage to the Village Green caused by Applicant or Applicant's guests or invitees'. Applicant shall promptly reimburse POA for the cost of any repairs which may become necessary as a result of Applicant or Applicant's guests or invitees' use of the Village Green.
4. To the fullest extent allowed by law, THE APPLICANT AGREES TO RELEASE FROM LIABILITY AND AGREES NOT TO SUE POA its officers, agents, employees, volunteers, successors and assigns, for any and all liability, loss, damage or any other claim whatsoever arising out of or relating to the use of any Village Green pursuant to the Village Green Use Agreement.
5. To the fullest extent allowed by law, THE APPLICANT AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE POA, its officers, agents, employees, volunteers, successors and assigns, against any and all actions, claims, suits, damages, costs or expenses, including attorneys' fees, of any kind whatsoever arising out of or related to the use of any Village Green pursuant to this Village Green Use Agreement sustained by any person, including but not limited to Applicant and Applicant's guest, invitees and licensees.
6. In the event that either party must institute legal action to enforce the terms of this Village Green Use Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such legal action.
7. If any portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall be given full force and effect.
8. APPLICANT IS AWARE THAT THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY. Applicant has read and fully understands the terms of this agreement.

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Signature of Applicant

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Date

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Print Name