

INSTRUCTIONS FOR RESERVATION OF COMMON AREAS APPLICATION

Point Owners Association

This outlines the Point Owners Association (POA) application for the Common Area Reservation process (to include but not limited to the Village Green and Mansfield Loop). The process to reserve the Common Area is conducted by 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 Common Area please follow these instructions.

Reservation Instructions:

1. Choose the location, date and time of your event.
2. Verify the availability of the Common Area by contacting Ashleigh Jones at Hawthorne Management Company via email aaajones@hawthornemgmt.com or 704-377-0114 Ext.113.
3. Fill out the Common Area 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 aaajones@hawthornemgmt.com.

COMMON AREA RESERVATION APPLICATION

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

2. Requested Information:
Location of Event: _____
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 Common Area owners by POA, applicant must submit a "Common Area 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 Common Area Reservation Application and Use Agreement, which must be re-approved. Contact Ashleigh Jones at aajones@hawthornemgmt.com or 704-377-0114 Ext.113 regarding Common Area 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 Common Area before, during or after the event.** A banner or sign may be placed on the Common Area 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 COMMON AREA RESERVATION APPLICATION must be in attendance for the duration of the event.
4. Use of the Common Area prohibits any vehicles to driven on any grass area.
5. **NO ALCOHOLIC BEVERAGES ARE ALLOWED ON THE COMMON AREA FOR THE EVENT.**
6. **ALL WEAPONS INCLUDING CONCEALED FIREARMS ARE PROHIBITED ON THE PREMISES.**
7. Any object that must be secured with stakes must be stated in the request due to possible damage to the irrigation system.
8. Certain Events may require Special Events Liability Insurance. This will be determined by the parties approving use of the Common Area. The amount of insurance shall be based upon the type of event taking place.
9. 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.

Signature of Applicant

Date

Print Name

COMMON AREA USE AGREEMENT

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

1. During Applicant's reservation and use of the above – described Common Area 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 Common Area immediately after the Event and returning the Common Area to the condition in which they existed prior to the Event. If the Applicant fails to properly clean the Common Area upon completion of the Event, the POA may clean the Common Area and all cleaning costs incurred by POA shall be reimbursed by Applicant.
3. Applicant shall be solely responsible for any damage to the Common Area 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 Common Area.
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 Common Area pursuant to the Common Area 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 Common Area pursuant to this Common Area 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 Common Area 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.

Signature of Applicant

Date

Print Name