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CF Recreation Center Rules and Lease Agreement

The following lease (“Lease Agreement”) is entered into on _____ (date) by and between the Colvard Farms Homeowner’s Association (“Lessor”), and _____ (“Lessee”). The term of this Lease Agreement is on the date of _____, between the hours of _____ and _____ (“Term”).

The total cost of the rental will be \$ _____

I. Agreement & Terms

- A. **Lease Agreement.** Lessor agrees to rent to Lessee and Lessee agrees to rent from Lessor the “Recreational Center” which includes the Clubhouse (“Clubhouse,” the central, gathering indoor space belonging to the Recreational Center, and its associated kitchen space), all swimming facilities (“Pool Deck,” including the pool, hot tub, and wading pool), but DOES NOT include the Fitness Center where all fitness equipment is located (“Fitness Center”).
- B. **Lessee.** Any residents of Colvard Farms (“CF”) that are at least 21 years old (“Residents”) may lease the Recreational Center on a fee basis. Where the Resident is not the deeded owner of a CF property (“Owner”) but has an active Rental Agreement with Owner, said Resident shall either obtain the express written approval of the Owner or the Owner shall be a signatory to the Lease Agreement. Where the Lessee is not the Owner, by obtaining Owner’s express agreement or signature on the Lease Agreement, Lessee and Owner agree to be jointly and severally liable for any and all damage caused during the Term.
- C. **Rental Request Procedure.** The recreation center/pool area can be rented daily from 9am – 11pm. Check the community calendar to make sure the day and time you want are available. If available, fill out this form, print, sign, and scan / email request to John Stasko at jpstas@casnc.com or Cecilia Williford Gray at cecilia@casnc.com . The following requirements must be met before your rental can be confirmed.
 1. At least **ONE** week advance notice;
 2. Once your rental is approved, our management company will charge the rental fee to your CAS account and email you an invoice with online payment instructions. Payment in full is due at least one week before rental.
 3. If you cancel the rental and have already paid, you can have the rental fee reimbursed to you or apply it towards your next dues or rental payment.
- D. **General Availability for Rental.** The following times and dates outline the availability for renting the Recreational Center:
 1. Clubhouse: 9:00 am to 11:00 pm (please note the alarm for the rec center goes on at 11:00pm so everyone must be out of the clubhouse by then)
 2. Pool: 9:00 am to 10 pm
 3. Only one rental per day is allowed.
- E. **Blackout Dates.** The Recreational Center will not be available to rent on the following days: Memorial Day weekend, July the 4th, or Labor Day weekend.

F. Rentals on Federal Holidays cannot support a furniture move.

II. Payments: Fee Schedule

A. Fee Schedule. The following is the rental fee schedule:

Number of Guests	Hourly Fee	Furn Fee
Up to 75 guests *	\$ 50 per hour	
If over 40 seated guests inside Clubhouse, furniture move required		+ \$ 100

* **NEW:** See attached of possible layouts for furniture arrangement, based on rental requirements. You can contact our management company to meet at the Recreation Center to review your specific needs for your rental.

B. Fines

Please be advised that the Lessee renting the Recreation Center is solely responsible for all damages following the post rental checklist (see attached). The cost of any repairs or additional clean-up needed will be collected from the owner as an assessment to their account per §47F-3-107 and secured by lien if left unpaid N.C.G.S.47C-3-116.

Upon the completion of the Term for the Recreational Center, you will be inspecting and completing the attached post rental checklist, which needs to be placed under the door at the office in the recreation center when completed. The premises will be inspected by our management company representative also. Where Lessee has damaged, inadequately cleaned, or otherwise left the property in an unsuitable condition, cleaning fees or replacement costs may be applied to your account.

The HOA Board may impose fines on Lot Owners for violations of rules as stated in this document and further defined in the Colvard Farms Covenants and Bylaws. This applies whether the violation is made by Lessee, Lessee's Guests, or the Owner. All damages to Common Areas or facilities will be the responsibility of the Owner and will be assessed accordingly.

III. Rules of Operation. Lessee and Lessee's guests shall abide by the following rules during the Term:

- A. Duty to Obey the Law and Lease Rules.** Lessee shall comply with all rules, laws, and ordinances affecting the lease of the Recreational Center, including all federal, state, and local laws. Lessee shall pay for any fine or violation imposed on Lessor due to Lessee's violations, misuse, actions, lack of action, or negligence.
- B. Colvard Farms HOA Assumes No Risk.** Use of any CF facilities shall be at the risk of user(s). CFHOA assumes no risk and is not responsible for the acts and conduct of Lessee's guests. Lessee shall indemnify and hold the Association and Officers harmless against any claims, liabilities, costs and expenses that may be asserted or sustained against the Association by reason of the acts and conduct of the responsible member of his/her guests.
- C. Lessee Presence.** Lessee shall be present for the entirety of the Term.
- D. Usage Rules.** The following are the rules of operation for the Term. Lessee and Lessee's guests:
 - a. The Lessee will have priority use of the Clubhouse, Reading Room, Kitchen, and Pool Patio tables (2). Place / Tape-up the "Reserved for Private Party" signs on the Recreation Center front doors, as well as the Clubhouse Exit doors leading to the Pool Patio.
 - b. Shall not use the Fitness Center.
 - c. Shall not tamper with the alarm system. CFHOA reserves the right to charge a False Alarm fee of \$75 if Lessee or Lessee's guests sets off the alarm-during the event.
 - d. Shall not bring animals onto the Pool Deck or into the Recreational Center or Fitness Center.
 - e. Shall not leave any items at the Recreational Center including in appliances.
 - f. Shall not interfere with the peaceful enjoyment of the neighbors, including playing loud

music.

- g. Shall not use the Leased Premises for any unlawful purpose.
- h. Shall not sublet or assign this lease.
- i. Shall keep all windows and doors closed during inclement weather.
- j. Shall not bring or allow breakable items (glass, stoneware, porcelain or any other form of breakable items) on the Pool Deck.
- k. Shall not smoke at the Recreational Center, Fitness Center, Pool or Pool Deck areas.
- l. Shall not store or use any dangerous or hazardous materials on the premises.

E. Maintenance and Alterations.

- a. **Duty to Keep Leased Premises Clean and Sanitary.** Lessee shall maintain the Leased Premises in a clean and sanitary manner. Lessee shall remove all garbage and other waste in a clean, tidy, and sanitary manner. **Post Rental Cleanup Checklist attached**
- b. **Decorations and Alterations.** The Lessee shall not make any physical alterations to the Recreational Center or Fitness Room or use any decorations that will cause damage to any part of the Recreational Center or Fitness Center. All additional equipment(s) that are used must be delivered and removed during the Term unless other arrangements are made.

F. Fire, Smoke and Carbon Monoxide Safety.

- a. Lessee shall immediately report any malfunction of smoke or carbon monoxide detector(s) to Lessor.
- b. Lessee shall not remove, dismantle, or interfere with the operation of any smoke or carbon monoxide detector(s) installed at the Recreational Center or Fitness Center.
- c. To comply with fire safety rules, Lessee shall keep both the front and back doors of the gathering area unlocked during the Term.

G. Cooking and Heating Food. Lessee and Lessee's guests may cook and heat food as needed during the Term, this usage is at Lessee's own risk. Additionally:

- a. Lessee shall not use charcoal or gas barbecue grills inside the Leased Premises.
- b. Lessee shall not use any kind of cooking or heating appliance on the Pool Deck or in the Fitness Center.

H. Residents Right to Use Facilities During Term.

- a. Lessee shall not restrict usage of the Pool Deck, restrooms or Fitness Center by CF Residents during operating hours irrespective of this Lease Agreement and Term.
- b. The Recreational Center parking lot is open to all CF Residents primarily for access to the pool, fitness room, and trails. It is also available to Lessee and Lessee's guests on a first come, first served basis. If parking on the street is necessary, Lessee shall notify guests that parking must not block passage of emergency vehicles.
- c. Lessee understands that any interruption of use will not alter or change any of the terms of this Lease Agreement.

I. Swimming Pool. The use of any swimming facilities at the Recreational Center is at Lessee's and Lessee's guests' own risk. Lessee understands that there is never a lifeguard present at any time. Children under the age of 14 shall be accompanied by an adult over the age of 18 that knows how to swim. Lessee shall warn all of Lessee's guests that there is no lifeguard present, and that no user may swim alone. Lessee shall abide by all CF rules for access to swimming facilities shall ensure the same from Lessee's guests.

J. Appliances. The clubhouse kitchen is equipped with a refrigerator, oven, and microwave that Lessee may use strictly for the purposes of cooking, heating, and refrigerating. CFHOA does not warrant or guarantee the functionality of the appliances and the Terms and Fees of the lease are not dependent on their functionality. Lessor will not be held liable for any damages arising from the loss of use, discontinuation, or interruption of the use of any appliance. Additionally:

- a. Lessee shall keep all appliances in good working order and shall immediately report any appliance malfunctions to Lessor.
- b. Lessee shall compensate Lessor for the repair or replacement of any appliances that have sustained damage due to the neglect or misuse of Lessee or Lessee's guests.

K. Center Usage by Minors.

- a. If the Lease Agreement involves the use of the pool by more than ten children, *Lessee shall ensure that an accredited lifeguard hired at Lessee's sole expense is always present.* No swimming by the group is permitted at any time unless the lifeguard is on duty.
- b. ALL YOUTH PARTIES (UNDER AGE 18) MUST BE CHAPERONED BY ONE ADULT PER EIGHT YOUTH.

L. Alcoholic Beverages. Where alcoholic beverages are to be served during the Term, Lessee assumes full responsibility. Additionally, Lessee:

- a. Shall obey all applicable local, state, and federal laws and alcohol regulations.
- b. Is solely responsible for any and all fines where applicable.
- c. Shall serve only beer and wine to guests, any other liquor is strictly prohibited.
- d. Shall not serve alcoholic beverages in exchange for money.
- e. Shall ensure that no one under the age of 21 will be served or consume alcoholic beverages and shall assume responsibility where applicable.
- f. Shall make sure that guests who are intoxicated will NOT be served alcoholic beverages.
- g. Shall make sure that any intoxicated guest does not personally drive home upon completion of Lessee's function.

IV. Additional Lease Terms. The following are additional terms of the Lease Agreement:

- A. **Prevailing Party Recovers Costs and Fees.** In any legal proceeding to enforce any part of this Lease Agreement, the prevailing party shall recover reasonable court costs and attorney's fees.
- B. **Governing Law.** This lease is governed by the laws of the State of North Carolina.
- C. **Severability.** If any part of this Lease Agreement is not valid, enforceable, binding, or legal, it will not cancel or void the rest of this Lease Agreement. The remainder of the Lease Agreement will continue to be valid and enforceable by Lessor, to the maximum extent of the laws and regulations set forth by local, state, and federal governments.
- D. **No Waiver.** If Lessor fails to enforce any provision of this Lease Agreement, it will not constitute a waiver of any default or future default of the remaining provisions.

Recreation Center Cleaning CheckList

PLEASE LEAVE THE RECREATION CENTER AS CLEAN AS YOU FOUND IT

General

- Multipurpose cleaners and supplies are located in the kitchen sink cabinet. Trash bags are in the table closet.
- When done, return all supplies to their original locations.

Kitchen

- If the kitchen was used, wipe down the kitchen surfaces and the bar, and load the dishwasher. Start the dishwasher.
- Empty the refrigerator and wipe down the doors as needed.
 - ALL BEER & WINE MUST BE TAKEN WITH YOU.

Living Area and Patio

- Wipe down clubhouse & reading room tables and pool patio tables.
- Return clubhouse furniture and all accessories to their locations and return any temporary folding tables & chairs to the closet.
- Sweep the tile floor if needed. Broom and dustpan are in the table closet.

Pool deck (if used)

- Ensure pool deck furniture is replaced to original positions
- Ensure Umbrellas are closed.
- Take any pool toys that belong to you home with you AND if they don't belong to you, put them in the pool deck container located against the right fence.

Bathrooms

- Wipe down bathroom sink countertops.
- Assure no clogged toilets. Plunger is in the table closet.

Trash

- If any trash cans are full (Bathroom, Kitchen and Pool Patio) empty cans and install new liner bags.
- Put full bags into large, wheeled cans outside the Rec Center.

On the way out

- Take pictures and email to p25eb9188@gmail.com if any damages happen.
- Remove all decorations and personal items.
- Turn off all lights and Fans, including Pool Patio.
- Assure Rec Center doors to Pool Patio are firmly closed and locked.
- Leave thru Front Door, and assure it is locked.

RECREATION CENTER RENTAL AGREEMENT by owner

Homeowner Name _____

Address _____

Phone # _____ Alternate Phone # _____

Email _____

Date and Time Requested _____

Rental \$\$ Amount _____

I am in receipt of the **rules of rental for the Colvard Farm Recreation Center and the post rental checklist** which I must complete. I agree to abide by these rules.

Signature

Date

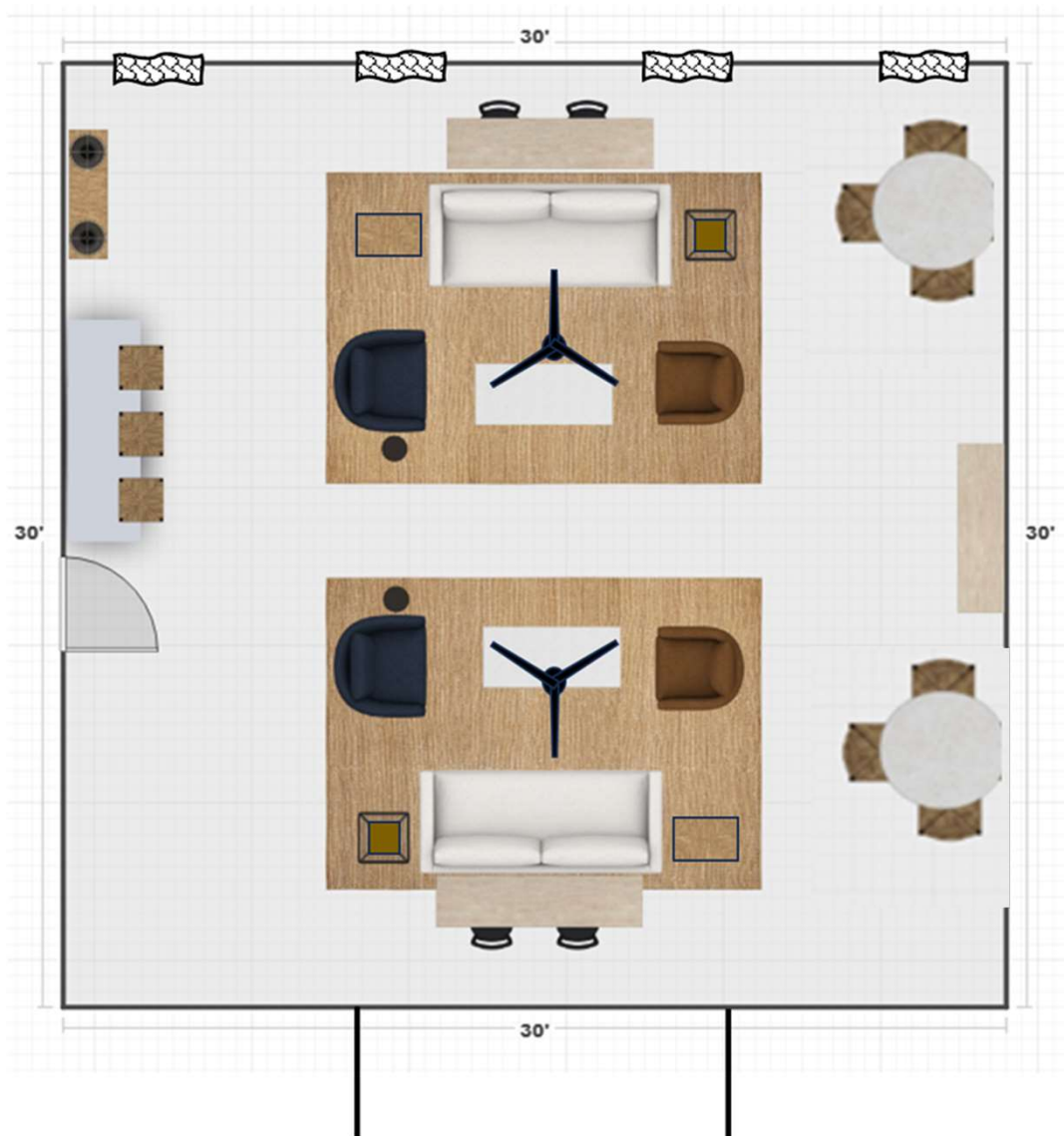
Rec Ctr Clubhouse Rental Layouts

Living Room Layout – Family Parties

- Casual Seating for approx 25 adults

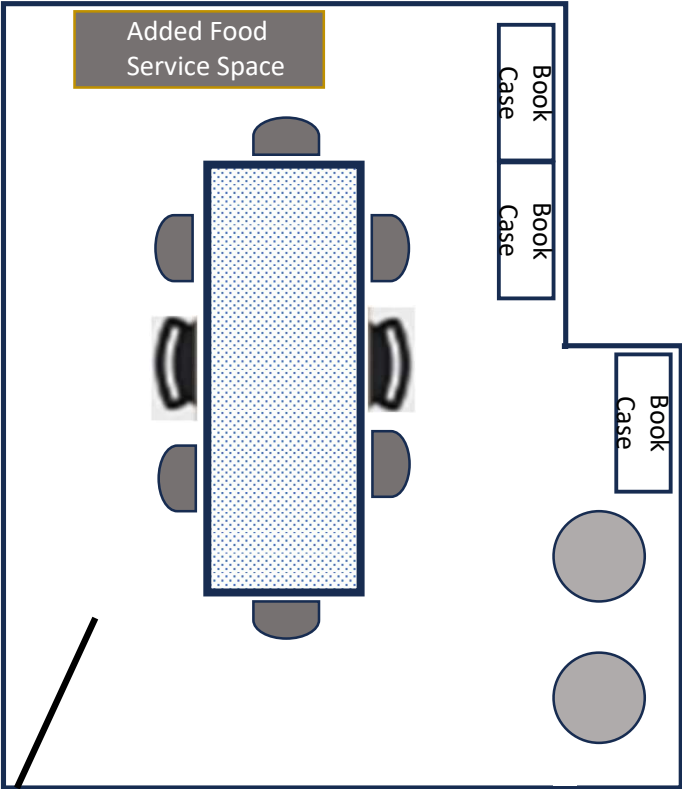
Food Service Without any Furniture Moves (15+8)

- TableTop / CounterTop Seating for food service 13 Adults
 - Easily add 2 chairs at sofa tables to 15 Adults
 - Also use Reading Room Table for additional 8 Adults
 - Good room for Children seating



Reading Room Layout

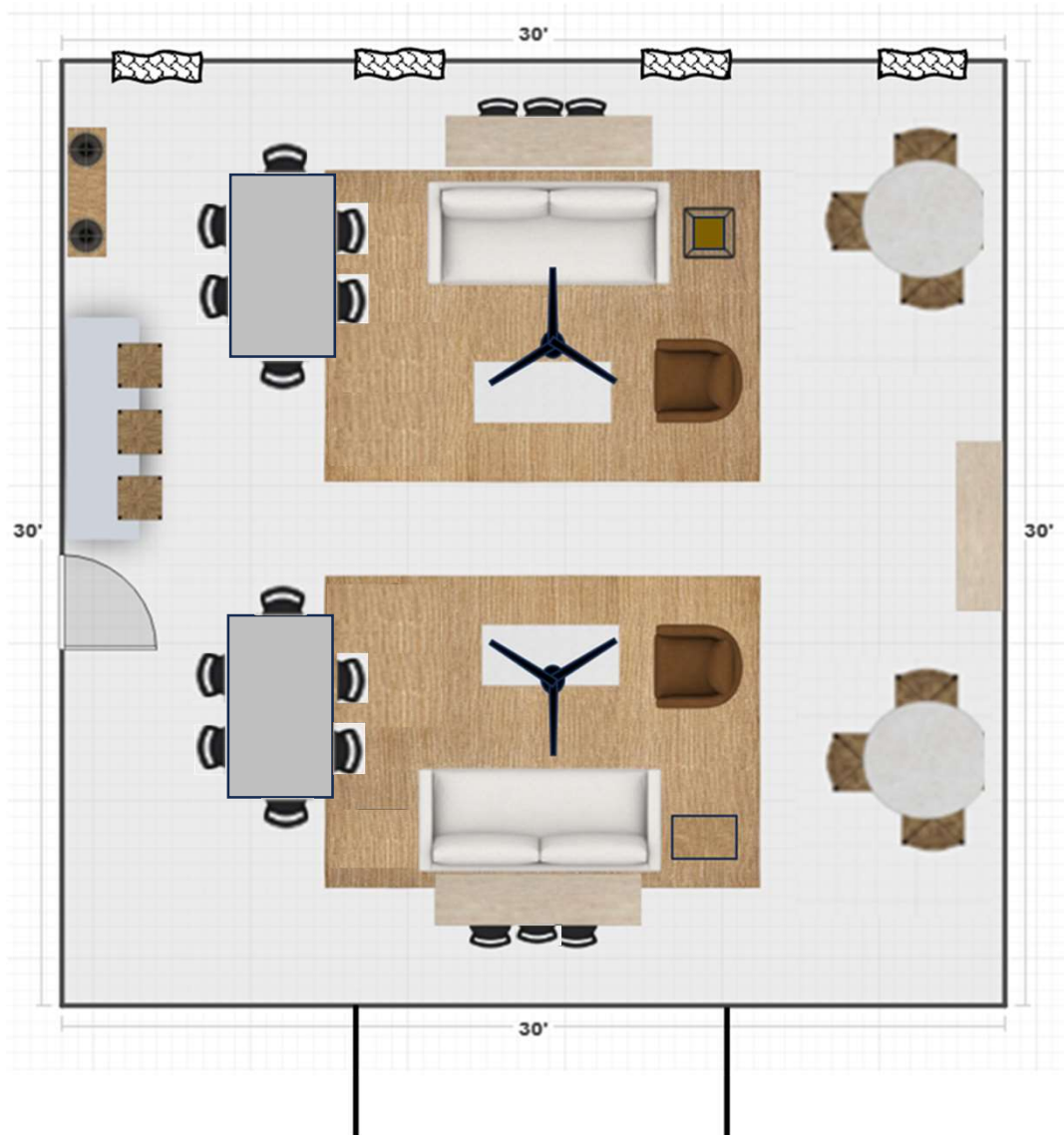
- Add 2 folding Chairs to 8 Adults or Children



Living Room Layout – Larger Parties (27 + 8)

Larger Parties with minimal Furniture Moves

- Add 2 temp tables to 27 adults
 - Move 2 chairs and 4 end tables to corners or hallway.
 - CAUTION: Glass NOT attached to end tables.
- Reading Room 8 Adults / Children



Living Room Layout – Max Parties (48 + 10) *

Largest Seating – Rental Surcharge

- Carpets are NOT moved.
- Add 7 temp tables & Chairs
 - Folding Table & Chairs from Closet
- Add Folding Chairs to Reading Room
- Curtains can be carefully drawn closed for noise abatement.

* Furniture moves by Rec Committee.

