

**Arbor/Chapel Parks at the Autumn Hall Community Association
Rental Agreement**

Upon using the **Arbor/Chapel Parks at the Autumn Hall Community Association**, I hereby agree to follow the rules and regulations established for the **Arbor/Chapel Parks at the Autumn Hall Community Association**.

I hereby reserve the **Arbor OR Chapel Park** (Circle one) for use on (DATE)
_____ beginning at _____AM/PM through
_____AM/PM for _____ (birthday party,
holiday party, etc.)

I hereby submit payment in the amount of \$_____ payable to **Autumn Hall Master Organization** to cover the cost of the rental fee and \$250.00 security deposit in a separate check, to be refunded within ten (10) days after the park has been inspected and found to be in good order.

I agree, at the conclusion of my function, to remove all trash and food from the park.

I further agree to be responsible for damage to the facility and its contents beyond normal ordinary wear and tear.

I agree to accept all responsibility of the park use. Any and all damages will be the sole responsibility of the applicant/homeowner. In the event of an accident or injury, I, the applicant/homeowner will be responsible for the liability insurance deductible. If for some reason damages do occur, I am aware that I will forfeit my deposit and my HOA account, if applicable, will be charged for the cost of the repairs or applicant will be billed.

Date: _____

Homeowner Name and Address: _____

Homeowner Phone and Email: _____

Homeowner Signature: _____

Premier Management Company Representative: _____

Deposit received _____ Check number _____

Rental fee received _____ Check number _____

Date Park Inspected _____ Date deposit returned _____

THIS LICENSE AGREEMENT (this "Agreement"), made as of this the ___ day of _____, 2014 by _____, a North Carolina corporation ("Guest ") and **AUTUMN HALL MASTER ORGANIZATION, INC.**, a North Carolina corporation ("AH"), provides as follows:

Recitals:

A. AH is the owner of that certain tract or parcel of land known as Arbor Park at Autumn Hall, which tract is identified as "Arbor Park" on that plat recorded in Map Book 53, page 89, New Hanover County Registry ("Arbor Park"). Arbor Park is located within the Autumn Hall development as shown on certain plats thereof recorded in the New Hanover County Registry (the "Development").

B. Guest desires to have access to Arbor Park and the Development for the purpose of hosting a _____ (**the "Event"**) and AH agrees to allow Guest, its employees, consultants, contractors, authorized agents and invitees to have access to Arbor Park and the Development for the purpose of hosting the Event, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guest and AH hereby agree as follows:

1. *Recitals.* The foregoing recitals are hereby incorporated herein and made a part hereof.
2. *License to Enter Arbor Park and the Development.* AH hereby grants to Guest, its employees, consultants, contractors, authorized agents and invitees, the non-exclusive license, right and authority to enter upon Arbor Park and the Development as shall be necessary and convenient to host the Event. The license, right and authority granted by this Agreement shall begin **on _____ at _____ AM/PM and shall continue through _____ at _____ AM/PM** at which time the license, right and authority shall automatically expire.
3. *AH Responsibilities.* For the Event, AH will be responsible for the following:
 - a. Maintain landscape in its current form
 - b. Provide parking within the Development; provided, however, that in no event shall AH be responsible for providing shuttle service from any parking area to the Event.
 - c. Marking utility lines prior to the Event when tents (or other items with stakes in the ground) will be erected.
 - d. Providing private area near Arbor Park for portable restroom accommodations (restroom accommodations shall not be provided by AH).

4. *Guest Responsibilities.* Guest will be responsible for the following:

- a. Lighting, audio equipment and other equipment as Guest may need for Event seating, food preparation or display. Events held after dark will need to provide lighting, either free standing or under tent.
- b. Fans, space heaters or other temperature calming devices.
- c. Portable restroom accommodations.
- d. Rentals such as (without limitation) tents, tables, chairs and linens.
- e. Permits, licenses and/or insurance associated with the Event.
- f. Event clean up and restoration. Arbor Park and the Development must be cleaned and restored to its original state within 48 hours of Event's ending time.
- g. Guest will be responsible for any damage to Arbor Park and the Development during set up, event, or clean up, which is caused by the Guest, his vendors, or assigns. If Arbor Park or any other portion of the Development is damaged by the Guest, such damage must be repaired to the satisfaction of AH no later than one week after the Event. Guest hereby accepts Arbor Park and the Development in it's AS IS, WHERE IS CONDITION and AH shall have no obligation of any kind to make any alterations to Arbor Park or the Development except as stated herein. Guest's obligations under this paragraph shall survive the expiration or earlier termination of this Agreement.
- h. Guest agrees to comply with all applicable laws and ordinances relating to its use of Arbor Park and the Development.

5. *Restoration of Arbor Park, the Development, and Autumn Hall.* Guest agrees to restore and repair Arbor Park, the Development, and the improvements thereon, including but not limited to the surrounding area, roads, curbs and fixtures as nearly as possible to the condition of Arbor Park, the Development and improvements at the time prior to the Event. Notwithstanding the foregoing, Guest agrees to repair or replace, at Guest's sole cost, any utilities that are cut or otherwise disturbed in connection with the Event. Guest must complete all restoration, repair and replacement obligations no later than one week after the Event, subject to any earlier restoration obligations in Section 4 of this Agreement. Guest's obligations under this paragraph shall survive the expiration or earlier termination of this Agreement.

6. *Personal Property Risk.* Any and all furniture, furnishings, equipment or other personal property brought into Arbor Park or the Development by or on behalf of Guest shall be at the sole risk of Guest only and AH shall not be liable for the theft or removal thereof or for any damage thereto.

Cancellation: In the event of cancellation, AH requires a ten (10) day prior written notice with email copy sent to **Premier Management Company. Notification Address is Autumn Hall Community, PO Box 12051, Wilmington, NC 28405. Notification email address is Admin@PremierManagementNC.com.** With a written notice of cancellation within 10 days of the event, all fees will be refunded. In the event that conditions are deemed unsafe for guest, staff, and/or facility due to circumstances beyond control of Autumn Hall, the event may be canceled by either party and all fees, except tent fee if tent is already erected, will be refunded. In the event of cancellation, by AH for reasons not contemplated within this agreement and not as a result of breach of this agreement by Guest, Guest is entitled to a full refund of all monies paid to AH, less the cost of any damage or repair necessitated by the Guest's use of and/or damage to the property.

7. *Representations.* The undersigned each hereby warrant and represent that (a) they have full right, power and authority to execute and deliver this Agreement on behalf of the party indicated, (b) that this Agreement has been duly executed and delivered on behalf of such party indicated, and (c) this Agreement constitutes the valid and binding agreement of such party so indicated.

8. *No Partnership.* Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest.

9. *Release and Indemnity.* Except in the case of AH's negligence or willful misconduct, Guest hereby releases AH, Autumn Hall, Inc, and its employees, agents, directors, shareholders and contractors (collectively, the "Released Parties") from any loss, demand, claim, cost (including attorneys fees), damage, liability or expense of any kind incurred by Guest in any way whatsoever arising out of, resulting from or in any way associated with (a) Guest's exercise of its rights under this Agreement or the use by Guest of Arbor Park or the Development; and/or (b) the presence of, or activities of Guest or its employees, contractors, agents or invitees either in Arbor Park or elsewhere on or about the Development. Guest hereby agrees to indemnify, defend and hold the Released Parties harmless from and against any and all claims, demands, losses, liabilities, damages, costs (including attorneys' fees), and expenses of every kind and nature in any way arising out of, resulting from or in any way associated with (a) Guest's exercise of its rights under this Agreement or the use by Guest of Arbor Park or the Development; and/or (b) the presence of, or activities of Guest or its employees, contractors, agents or invitees either in Arbor Park or elsewhere on or about the Development. The obligations of Guest arising under this Section 10 shall survive the expiration or earlier termination of this Agreement.

10. *Insurance Obligations.* Guest shall at all times maintain in full force and effect the following insurance coverages: (a) commercial general liability insurance, including coverage for contractual liability, products/completed operations liability, and explosion, underground damage liability, with a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, covering all losses, damages and claims including claims for property damage, bodily injury and death arising out of Guest's (or its contractors' and/or subcontractors' or guests, agents or invitees) activities in the Development; (b) automobile liability insurance covering all motor vehicles owned, hired or used in connection with Guest's (or its contractors' and/or subcontractors') activities in the Development; (d) worker's compensation insurance, if and to the extent required by law; and (e) To the extent that one or more of the required coverages may be obtained through a Special Event insurance policy, Guest may obtain such Special Event insurance in lieu of those coverages. *Signage and Site Plan Approval.* AH reserves the right to review and approve Guests "site plan" for the setup of the event and also reserves the right to review and approve Guest's "signage plan" advertising the event to passing traffic and event patrons. Guest shall request to meet with an AH representative to procure site plan and signage approval, and the AH representative shall approve or disapprove of the proposed site plan and signage plan within 24 hours of said meeting. Approval shall not be unreasonably withheld.

11. *All policies required* under this Agreement, except worker's compensation, shall name as additional insureds AH, its officers, directors, affiliates, employees, and agents, and their respective heirs, successors, assigns and personal representatives. All policies shall be endorsed to provide (i) that they are primary coverages, not in excess of any other insurance available to AH and its affiliates, and (ii) that each underwriter waives its right of subrogation against AH and its affiliates. Certificates evidencing the insurance and specific endorsements required hereunder shall be furnished to AH and approved by AH at least 2 weeks prior to the Event. The certificates shall provide for thirty (30) days' prior written notice to AH of any cancellation or material change. Guest shall certify to AH that all of Guest's contractors and

subcontractors in connection with the Event maintain the coverages required under this Section 11 and shall provide to AH certificates evidencing the same.

12. *Breach.* In the event of a breach of this Agreement by Guest or AH, the other party shall be entitled to pursue any remedy available at law or in equity.

13. *License Fee.* As consideration for the grant of this license, Guest shall pay AH \$1000 all of which will held as deposit and returned to the Guest provided that there is no damage to the property.

14. *Miscellaneous.* The rights, agreements and declarations contained herein shall be binding upon, and shall inure to the benefit of, AH and Guest, their executors, administrators, heirs, successors and assigns. This Agreement, and the rights, privileges and obligations created hereunder, shall be interpreted and enforced in accordance with the laws of the State of North Carolina. Guest shall not assign this Agreement without AH's prior written consent, which consent AH may withhold in its sole discretion.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the day and year first above written.

Guest:

_____[SEAL]
_____, Authorized Officer

AH:

Autumn Hall Master Organization, Inc.

By: _____[SEAL]

Name: Mike Brown

Title: Vice President