

Article III, Section 13. The introduction of, the serving of, and the consumption of alcoholic Beverages (fortified wine, malt beverages, mixed beverages, spirituous liquor, unfortified wine) on or within the social and recreational facilities and properties are PROHIBITED.

a. However, upon receiving a request from a renter sponsoring a social event in the Clubhouse, for ONLY INDIVIDUALS twenty-one (21) years of age or older, the Board of Directors may authorize the serving and consumption of alcoholic beverages for the social event in the Clubhouse.

(1) The renter sponsoring the social event and requesting permission to serve and consume alcoholic beverages, in the Clubhouse, during the conduct of the social event assumes all liability, responsibilities associated with the dispensing and consumption of alcoholic beverages during the social events. The sponsoring renter will be required to sign a waiver releasing the Arrowhead Property Owners Association of any responsibility whatsoever. The renter sponsoring the social event which includes alcoholic beverages is accountable and responsible to ensure all local, state, and federal laws are adhered to and obtain all necessary permits, licenses, and approvals from the appropriate authorities. This documentation must be presented to the Secretary so a copy can be filed.

Alcohol Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement

I acknowledge: That Arrowhead Property Owners' Association (APOA) does not provide, sell, or serve alcoholic beverages for events held at 600 Sioux Trail, Edenton, NC. Arrowhead Property Owners Association owners, operators, employees, agents, and servants are not responsible or liable for any damages to myself or third parties that result from the consumption of alcohol by myself or others, to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium.

— That should I consume alcohol on the property owned by APOA, I acknowledge that I am solely responsible for any and all damages suffered by myself or that I may cause to third parties as a result of said consumption to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium.

— That should I provide alcohol to family, friends, guests, or third parties on property owned by APOA, I acknowledge that I am solely responsible for any and all damages suffered by myself or third parties as a result of providing alcohol to others to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium.

— That I acknowledge it is against the law to serve, provide, or make available alcohol to anyone under the age of twenty-one (21). I swear and affirm not to provide anyone under the age of twenty-one (21) with alcohol. I acknowledge that should anyone under the age of twenty-one (21) attend the sponsored event in violation of APOA rules and consume alcohol on the property owned by APOA, I am solely responsible for the safety and well-being of that individual. I further acknowledge that I am solely responsible and liable for any damages that result from someone under the age of twenty-one (21) consuming alcohol to include, but not limited to, property damage, personal injury, death, or disfigurement to themselves, as well as property damage, personal injury, death, disfigurement, or loss of consortium to third parties.

— That I have read this waiver of liability in its entirety and agree with its terms. That I have executed the waiver voluntarily and without any inducement. I hereby for myself, my heirs, executors, administrators, or anyone else who might make a claim on my behalf, covenant not to sue, waive, release, and discharge APOA, its owners, operators, employees, agents, and servants from any and all liability, property damage, personal injury, death, disfigurement, or loss of consortium. This waiver extends to any and all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown. I further agree to hold harmless, defend, and indemnify Arrowhead Property Owners' Association, its owners, operators, employees, agents, and servants for any and all causes of action, claims, or lawsuits that may result from the consumption of alcohol on their property.

Signed this _____ day of _____, 20____, at Edenton, North Carolina.

Signature of Renter(s)

Printed Name of Renter(s)

Signature of Person(s) Providing Alcohol

Printed Name of Person(s) Providing Alcohol

Signature – APOA BOD

Printed Name – APOA BOD

RULES AND REGULATIONS FOR RENTAL OF APOA CLUBHOUSE

Both members and non-members may reserve the clubhouse for private, non-commercial use and must sign the Clubhouse Rental Agreement. Members must be in good standing as defined by the Association's By-Laws. The Renter signing the Rental Agreement must be present at all times while the clubhouse is in use.

Payments, cancellations, and forfeiture: Payments are due at the time of the reservation and must be made payable to APOA. Reservations may be rescheduled up to 2 weeks prior to the event. Notification of cancellation of the event must be provided to the APOA no later than two weeks prior to the rental date. Cancellations within 2 weeks prior to the rental date and/or no-shows for the event will result in forfeiture of all previously paid monies.

Rules

- 1. Maximum capacity:** The maximum number of people is limited to 150. We provide 20 tables and 75 chairs.
- 2. Grills:** Charcoal grill: Hot ash can be left in the grill. APOA will dispose of the ashes.
Gas & Blackstone grills: Renters must provide their own propane tanks.
- 3. Decorations:** No duct tape, scotch tape, hooks, nails, screws, staples, tacks of any type, etc. must be used to hang items from the woodwork, walls, or ceiling. We suggest using painter's tape, glue dots, string, ribbon, or similar **removable and non-damaging** items for affixing decorations. These items must be removed at the end of your event. *No items shall be hung from the air/heating vents.*
- 4. Alcoholic Beverages:** No alcoholic beverages shall be served or consumed unless approved by the APOA Board of Directors and the Waiver of Liability is signed. *Alcohol must remain inside the clubhouse.* No alcoholic beverages shall be permitted outside the clubhouse, or in the park areas.
- 5. No smoking or use of tobacco, or vaping shall be permitted inside the clubhouse.** A disposal container for cigarette butts is located outside the main entrance.
- 6. No animals or pets shall be permitted in the clubhouse or on the park grounds, except for trained service animals accompanying their owner.**
- 7. All vehicles must be kept in the designated parking lot area.** No vehicles shall be permitted on the side of the building, behind the building, in the park, or close to the playground area.
- 8. No confetti shall be permitted outside of the clubhouse building unless it is biodegradable.**
- 9. Members and non-members must be courteous to each other if they are sharing the park, playground, beach area, or sports areas concurrently.** No fighting of any kind shall be permitted.

PRIOR TO DEPARTURE FROM THE EVENT

- 1.** All kitchen equipment must be turned off and cleaned (including stove drip pans).
- 2.** The gas and Blackstone grills must be cleaned (including racks, cooking surfaces, and drip pans).
- 3.** Thermostats in the kitchen and gathering area must be returned to 65 degrees during September through April and 75 degrees during May to September.
- 4.** Windows must be closed and locked.
- 5.** Toilets must be flushed.
- 6.** Chairs & tables: All chairs and tables must be folded and returned to their racks, except for three tables along the front wall and one table at the entrance.
- 7.** Floors must be swept clean of debris. Sticky or staining spills must be mopped.
- 8.** Trash and garbage must be removed from the premises. This includes the kitchen trash bin, the bins in the gathering area, and both bathrooms. The dumpster is located inside the green fenced area near the barn at the entrance gate.
- 9.** Hot water switch must be turned off (located on the wall in the nook between the wall oven and the left rear kitchen cabinets).
- 10.** Lights and fans must be turned off. The hall light switch is behind the door in the hallway to the restrooms. The kitchen switch is on the wall next to the refrigerator. The main area switches are on the wall next to the fire extinguisher at the front entrance. The exit light is on a motion-sensor and should be left on. Double check the bathroom lights are off, especially in the ladies' room as there is an inside switch in addition to the one in the hall.
- 11.** All food and beverages brought for your event must be removed from the refrigerator. Items already in the refrigerator should not be removed or disturbed.
- 12.** Do a final walk around the interior and exterior of the clubhouse to be sure no personal property is accidentally left in the clubhouse or outside.
- 13.** Leave keys on the kitchen counter when your event has ended.
- 14.** Close and lock all doors.
- 15.** Close and lock the gate when you leave.

Please note: the clubhouse and its grounds will be inspected after your event. The cost of any damage, repair, or unusual cleaning to the building or equipment (other than normal wear and tear) will be billed to the renter who signed the rental contract. The APOA will advise you after the inspection is completed.

Please note: Early access for decorating may be permitted with approval from a Board member. Such access is dependent upon rental scheduling and members' clubhouse use.

1. Key pick up: Keys are to be picked up at the office during office hours. You will be notified by the APOA rental representative of both early access and key availability in advance of your event.

Please note: The deposit is not refunded, and suspension of rental privileges may occur if any of the rules and regulations are violated.

Emergency contact information

1. In the event of any emergency (personal injury, medical emergency, fire, gas leak, severe damage to the building, etc.) Call 911 and get to safety.

Notify the APOA immediately upon reaching safety by calling your designated rental representative.

2. If there is a problem with appliances, utilities, access to the building, or other issues please call your designated rental representative.

The APOA office number for general information is 252-221-8331.

We appreciate your adherence to our rules and regulations to ensure that your fun event is also a safe experience. We do value your feedback and suggestions to improve our facility, so please reach out to us.

Respectfully,

The APOA Board of Directors