

**ARROWHEAD PROPERTY OWNER'S ASSOCIATION  
NON-MEMBER CLUBHOUSE LEASE AGREEMENT**

I, \_\_\_\_\_, hereby lease the Arrowhead Property Owners Association (APOA) Clubhouse on (date)\_\_\_\_\_ from (time you will first occupy the premises) \_\_\_\_\_ to (time you will vacate the premises) \_\_\_\_\_. The purpose for which the clubhouse is to be used:\_\_\_\_\_.

I have read the attached rules & regulations for lease of the clubhouse and agree to the fees and terms and agree to abide by and follow all rules and guidelines in the document. **Initial here**\_\_\_\_\_

I request / do not request permission (select one) be granted to serve alcoholic beverages during the scheduled event. I am aware of the provisions of North Carolina General Statute 18-B-302 with regard to the serving of alcoholic beverages to anyone less than 21 years old. I also know the provisions of Article III, Section 13, of the APOA's Rules and Regulations concerning liability responsibilities resulting from the serving of alcoholic beverages during a social event in the clubhouse. In executing this lease agreement, I agree to comply with provisions of N.C.G.S. Chapter 18B and the provisions of the Association rules and regulations for the use of social and recreational facilities. **Initial here**\_\_\_\_\_

I also know the provisions of Article III, Section 16, of the Arrowhead Property Owners Association's Rules and Regulations concerning the responsibility for injury to, or loss of, life, limb or property sustained while using the social and recreational facilities and properties. Neither I, nor any member of my family, nor my guests shall make claim against the APOA or the Board of Directors for any injury, loss or damage to life, limb, or property sustained while using the social and recreational facilities and properties. **Initial here**\_\_\_\_\_

Further, it is understood that in leasing the clubhouse by signing this agreement, I agree to indemnify and hold harmless the Association and its Board of Directors against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the use of the clubhouse facilities by me. And I shall defend any and all suits that may be brought against the Association and/or the Board of Directors on account of such accidents and will make good and reimburse the Association and/or the Board of Directors for any expenditures that the Association may make by reason of such accidents. **Initial here**\_\_\_\_\_

\_\_\_\_\_  
Lessee's contact address and phone  
\_\_\_\_\_  
Lessee's Signature/Date Signed  
\_\_\_\_\_  
APOA representative Signature/Date Signed

**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 lessee 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 lessee 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 lessee will be required to sign a waiver releasing the Arrowhead Property Owners Association of any responsibility whatsoever. The lessee 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.

**Section 16.** Lessees, their families, and guests use the social and recreational facilities and properties at their own risk and sole responsibility. The Arrowhead Property Owners Association and Board of Directors assume no responsibility for any accident or injury in connection with the use of the facilities and properties. Lessees, their families, and guests agree to make no claim against the Arrowhead Property Owners Association and Board of Directors, any officer or member of the Board, or any volunteer or staff member for or on account of any injury, loss or damage to life, limb or property sustained in connection with the use of the social and recreational facilities and properties.

## **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 further acknowledge that should anyone under the age of twenty-one (21) consume alcohol on the property owned by APOA, I am solely responsible for the safety and well-being of that individual. 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 Lessee(s)

\_\_\_\_\_  
Printed Name of Lessee(s)

\_\_\_\_\_  
Signature of Person(s) Providing Alcohol

\_\_\_\_\_  
Printed Name of Person(s) Providing Alcohol

\_\_\_\_\_  
Signature – APOA BOD

\_\_\_\_\_  
Printed Name – APOA BOD

# **RULES & REGULATIONS FOR THE LEASE OF THE ARROWHEAD BEACH CLUBHOUSE**

## **RESERVATIONS FOR PRIVATE USE**

1. **MEMBERS** may reserve the clubhouse for private use. The member's assessment/dues account shall be up-to-date. The member must be in good standing in accordance with the bylaws definition
2. **NON-MEMBERS** may reserve the clubhouse for private use.
3. **MEMBERS** reserving the clubhouse for a private party shall be present while the clubhouse is in use.
4. **MEMBERS and NON-MEMBERS** reserving the club house for a private function shall sign the "Clubhouse Lease Agreement."

## **RULES**

1. **MAXIMUM CAPACITY** for a seated meal, the maximum number of people shall be 150.
2. **NO** hooks, nails, screws, staples, tacks, thumb tacks, etc., shall be used to hang items from the woodwork, walls and ceiling.
3. **NO** items shall be hung from the air/heat vents.
4. **NO ALCOHOLIC BEVERAGES** shall be served or consumed unless requested and approved by the APOA board of directors, and the Waiver signed.
5. **NO SMOKING, USE OF TOBACCO, or VAPING** is allowed in the clubhouse.
6. **NO ALCOHOLIC BEVERAGES** shall be permitted outside the clubhouse or in the park area.
7. **NO ANIMALS (PETS) PERMITTED** in the clubhouse or the park, except trained service animals in the company of its owner.
8. **ALL VEHICLES** must be kept in the parking lot area. **NO** vehicles are allowed on the side of the building, behind the building, or in the park.

## **PRIOR TO DEPARTURE**

1. **ALL KITCHEN EQUIPMENT** shall be turned off and cleaned; including the drip pans for the grill and stove.
2. **Set Thermostats** (kitchen and main hall) to 65 Sept to April and 78 May to Sept.
3. **CLOSE AND LOCK** all windows.
4. **FLUSH ALL TOILETS**
5. **ALL TABLES** must be folded and stored
6. **ALL CHAIRS** must be folded and stored
7. **FLOORS** must be swept and mopped
8. **REMOVE** all trash and garbage from premise.
9. **LEAVE** the clubhouse clean.
10. **TURN OFF HOT WATER SWITCH.** Located between the wall oven and the cabinet.
11. **TURN OFF** all lights except the **EXIT** lights.
12. **CLOSE AND LOCK** all doors
13. **CLOSE AND LOCK** the gate as you leave.

## **RULES & REGULATIONS FOR THE LEASE OF THE ARROWHEAD BEACH CLUBHOUSE**

*(Continued)*

### **POST USE INSPECTION-COMMENTS**

1. The cost of any repairs for damage to the clubhouse and equipment; other than normal wear, shall be billed to the lessee reserving the clubhouse.
2. In the event you have a problem with the building or the equipment, please advise.
3. If you have any recommendations for improving the clubhouse or the equipment, please submit your recommendations to the Directors.

### **FEES**

1. Member Full Day Rental - \$100.00
2. Non-Member Full Day Rental - \$150.00
3. Cleaning Deposit - \$150.00 – Refundable if Clubhouse is left in initial condition (clean). Deposit will be forfeit if trash is left, tables and chairs are not stored, floors are dirty, animals have been in facility, any damage has been done to facility or property

### **CONTACT INFORMATION**

1. If an emergency arises (fire, gas leak, damage to building, etc.) evacuate the building and call 911. Notify the APOA immediately after emergency services at 412-496-4274.
2. For personal injury or medical emergency call 911. Notify the APOA immediately after emergency at 412-496-4274.
3. If there is a problem with appliances or utilities call 412-496-4274
4. If there is a problem with access to the building, please call 412-496-4274
5. The APOA office number is 252 221 8331 and can be used for general inquiries