

Covil Estates Clubhouse
Main Room & Outside Party Reservation Application

No Reservation is Official until all signed forms and the deposit are received in the management office located at
1213 Culbreth Drive Wilmington, NC 28405

Owner Information:

Home Owner's Name (Please Print Clearly)

(_____)_____
Home # Or Cell # (Circle One)

Address (Address in Covil Estates)

HOA Sub-Division

Home Renter's Name (If Applicable)

Email

Reservation Information:

Rental Date

Begin Time

End Time

___/___/___

_____ am/pm

_____ am/pm (time does include set up and clean up)

Function to be held

Number of Guests (**no more than 115**)

Will Alcohol be **Present** ___ Yes ___ No

My application specifies the time I plan to use the facility, including folding and storage of Clubhouse chairs and tables, set-up, cleaning and time to remove all personal items. (There may be a party scheduled after your event, so please plan to exit the building no later than your stated check out time.)

I have read and understand the Clubhouse Main Room & Outside Party Rental Agreement that governs the facility reservations, and I agree to abide by them. I agree to be fully responsible for the actions of my guests and members of my party using the Clubhouse facilities. If alcohol is present, I understand that I am fully and totally responsible for complying with applicable laws and obtaining any liquor license that may be required. I understand that a security guard will be hired by Community Solutions Southeast, LLC if 20 or more people will be present (but no more than 115). The fee for the guard will be deducted from my security deposit. I am responsible for making sure the clubhouse is clean and that all windows and doors are locked, and the HVAC system is adjusted to the proper temperature depending upon the season of the year (please see check list at the end of agreement for pointers).

I understand that I must be present at the **Entire** function.

Applicant's Signature

Date

CSS, LLC Office Use Only

Application Submitted: ___/___/___

Fee Paid: \$ _____

Check number: _____

Date Paid: ___/___/___

Check Request: ___/___/___

***You can also pay at www.csshoamgt.com/PaymentOptions/CovilEstatesAmenitiesPayments

Covil Amenities Inc.

Clubhouse Main Room & Outside Party Rental Agreement

This rental "Agreement" is made this _____ day of _____ 20_____, between Covil Amenities Inc. hereafter referred to as the ASSOCIATION, and _____ hereafter referred to as LESSEE.

Whereas the Lessee wishes to lease the Main Room of the Clubhouse at Covil Amenities Inc., located at 7100 Covil Farm Road "the Premises" from the ASSOCIATION and Whereas the ASSOCIATION and Lessee wish to state the terms and conditions of their rental agreement. The parties to the agreement, in consideration of the mutual covenants, stipulations, promises, and undertaking set out herein, agree as follows:

1. That the ASSOCIATION hereby leases the Premises for the period (time) _____ to _____ on (day) _____ (date) _____ hereafter known as the Rental Period. Please note that the above stated time must include your set-up time and clean-up time. Since a security guard will be required, indicate the time the actual function will start and end.
(start time) _____
(end time) _____

2. That the fee for rental of the Premises is a total of \$400.00. **Outside Party rental is a total of \$300.00.** Of the \$400.00 there is a nonrefundable amount of \$80.00 for the facility usage charge. This charge is for the use of items provided by the ASSOCIATION and for any cleaning that may be necessary. The remaining \$320.00 or \$220.00 is a Security Deposit which *will be deposited along with the facility fee.* This fee will be used for additional cleaning service charges, security personnel (three hour minimum) and any damage or other violations of Clubhouse rules.

Checks should be made out to Covil Amenities Inc.

The ASSOCIATION will refund the security deposit within 30 days following your rental.

3. No more than 115 people may occupy the Premises at one time. If there are more than 115, the individual Owner(s) will be responsible for any fines or required upgrades to the facility. If 20 or more people are expected to be present a security guard must be present. The ASSOCIATION'S Management Office will arrange for the security guard prior to the date of the function. The security guard will arrive one hour before the scheduled time of the function and remain until everyone leaves. Currently security guards rates are \$31.00 per hour with a minimum of 3 hours plus \$35 vehicle charge **(additional charges may apply).** **Please check with the Management Office for the rate at the time of your rental.**

4. Absolutely no alcoholic beverages may be sold. No persons under the age of 21 are to consume alcoholic beverages. The Lessee is responsible for obtaining any appropriate licenses to serve alcohol at their function.

5. Smoking is prohibited on the Covil Amenities property, including the Premises.

6. The Lessee agrees not to use the premises for any illegal or offensive activities and the ASSOCIATION shall have the sole discretion to suspend facility privileges should these rules be violated by the Lessee or his/her guests.

7. **The Lessee understands that the rental of the Premises, or Outside Parties, DOES NOT reserve the swimming pool, pool deck, tennis courts, playground, Library or Conference Room. No Clubhouse furniture will be taken outside the building. No food is to be taken in the Library or Conference Room.**

8. The Clubhouse is for the use of the homeowners of Covil Estates and approved organizations sponsored by the homeowners. The Lessee must be a member of that organization. Renters are allowed to rent the Clubhouse with the written approval of the homeowner/landlord who will be liable for any damages, who must be a party to this Agreement for that purpose. **Homeowners and approved renters must attend the function for the entire time it is scheduled. There is no commercial or for profit activity allowed in the clubhouse. The clubhouse is for recreational activity only.** Violators of the Clubhouse rules as indicated herein will be subject to fines or suspension of their Clubhouse privileges.

The Lessee hereby agrees to be absolutely responsible for any and all damages caused by his/her guests and vendors to the premises and agrees to hold the ASSOCIATION harmless from any liability arising from the Lessee's use of the premises.

9. The clubhouse is now on an electronic FOB system. Your FOBS will be programmed to access the building the day of your rental only. The front door and hallway doors will be deactivated thirty (30) minutes before your listed function time and will be locked thirty (30) minutes prior to your end time. **Front Doors Must Remain Closed At all Times.** The Premises is under 24/7 camera surveillance.

10. The Lessee is responsible to:

NOT place any decorations on the walls, ceilings, doors or door frames. ABSOLUTELY NO TAPE, PUTTY OR ADHESIVE SUBSTANCE on any Surface.

Ensure that no Silly String or similar products are used

Remove all debris, food, trash from all floors

Remove all Ice Sculptures before leaving the clubhouse

Remove all food and beverages from the refrigerator

Clean off countertops and clean sink

Remove any miscellaneous decorations after the function

Clean tables and chairs. Fold and return to storage area.

Turn off all lights and fans

Vacuum and/or clean floors (must be left in condition as found)

Remove all trash from the Clubhouse and put in outside trash containers

Set thermostats to 80° F in summer (with air on) and 65° F in winter (with heat on)

Leave Restrooms in good order

Doors to the outside are not to be left propped open

Individuals with wet bathing suites are only allowed in the restroom areas and not the main rooms

11. If alcohol is to be served during the Rental Period, the Lessee shall obtain any required permits and shall strictly comply with ABC requirements. No intoxicated person is to be served alcohol, nor shall any intoxicated person serve alcohol.

12. The Lessee warrants, represents, and agrees that the use of the Premises during the Rental Period shall strictly comply with (a) all applicable Covil Amenities Rules and Regulations, a copy of which has been furnished to the Lessee; (b) all federal, state, and local laws, regulations, and ordinances, including, without limitation, all dramshop laws and all laws pertaining to noise and maximum capacity; and (c) all community standards regarding obscenity.

13. The Lessee shall indemnify and hold Lessor harmless from and against any and all losses, claims, demands, and damages (to include, without limitations, claims by the Lessor or third parties) for personal or bodily injury, including death, property damage, economic loss, or other damages, however and by whomever suffered, arising from the intentional and negligent acts of the Lessee or lessee's guests, or the breach of this Agreement, or both.

14. The Lessor's remedies for breach of this Agreement shall not be limited to recovery of the security deposit. To the extent the Lessor's damages exceed the amount of the security deposit, the Lessor may suspend membership privileges, fine the Lessee to the extent permitted by the Covil Amenities Rules and Regulations and pursue and collect these

damages and any other available legal and equitable remedies in New Hanover County Superior Court, the forum the parties agree is appropriate for resolving all claims for breach of this Agreement.

There will be a **\$75.00 fine** for each item in violation on the above list. Any fines will be deducted from the security deposit and, if necessary, additional charges may be billed. The Lessee is responsible for full value. Failure to disclose if alcohol will be present or attendees are more than the allowed 115 indoors constitutes forfeiture of the entire security deposit. The Board of Directors does reserve the right to remove rental/use privileges of the amenities for a disclosed period for any and all violations.

I hereby agree to adhere to the above Agreement and have received a copy of the Rules & Regulations and agree to abide within.

(Home Owner)

(Home Renter if applicable)

Important

The time you indicate on the forms that you are renting the Covil Estates Clubhouse Main Room must include the set-up time and the clean-up time.

The fact that your FOBS are programmed to move about the building does not entitle you to start setting up before your reserved time.

The Board may have maintenance scheduled for times that the Room is not reserved, or it may allow a last-minute rental for the time it is not reserved. Also, the cleaning service may come in as soon as the reserved time ends.

Covil Amenities

Rules & Regulations

The Board of Directors adopted the following Rules & Regulations effective April 2019. They supersede any that were previously issued. These are YOUR amenities and the Board is trying to maintain them for the benefit of all.

1. The use of all the facilities is “at your own risk”. There is no lifeguard for the pool areas, nor is there anyone supervising the playground area or tennis courts.
2. Any guests must be accompanied by the sponsoring adult homeowner or renter 16 years or older, unless the guest is living in the residence of that homeowner or renter.
3. Members are responsible for the actions of their children and guests.
4. There is **No Smoking** on or around the property for Covil Amenities as of 08/01/2018.
5. The parking lot is not to be used for long-term storage of cars or trucks. If a car or truck is left overnight after a party because the driver preferred not to drive it home, it should be removed the next day. If left longer, it is subject to being towed.
6. Golf carts are to be parked in a designated parking area. They may be driven into the parking lot through the playing field to the left of the parking lot.
7. **All vehicles (including golf carts and motorcycles) are subject to being towed at owner’s expense if not parked in a designated parking space. Vehicles parked in the handicapped spaces are subject to being towed if a handicapped placard is not displayed from the mirror nor has a handicapped license tag on the rear.**
8. No offensive or illegal activity will be permitted. If discovered, the homeowner will be held responsible and the Board of Directors may choose to press criminal charges if appropriate. **Fireworks are illegal in the state of North Carolina and therefore are not permitted on the Covil Amenities Campus.**
9. Please pick up after your pet. Bring your pooper scooper or a plastic bag when walking your dog on the premises.
10. **No one** may deface damage in any way or borrow any property owned by Covil Amenities Common Area Inc. Doing so may result in criminal charges being filed against those who do.
11. The playground area is for children from 2 to 12. No children are to use the playground without adult supervision.
12. Rental of facilities:
 - A. The pool, children’s playground, tennis courts, and pool deck behind the clubhouse may not be reserved for any function so as to exclude any member from utilizing those areas.
 - B. The Library and Conference Room may be used by anyone for a single meeting or gathering. No reservation is necessary as long as no one has a scheduled meeting in those rooms. The Library may be used at any time by anyone for the purpose of returning or borrowing books.
 - C. If a homeowner wishes to schedule a meeting in either room on a continuing basis, the room must be reserved by calling Community Solutions Southeast, LLC (CSS, LLC) at 910/799-9779. It is appropriate to first request such a continuing reservation with a Board Member.
 - D. Reservation of the Main Room must be made by calling CSS, LLC at 910/799-9779. A rental reservation form must be filled out and a Rental Agreement signed. **This agreement contains specific information on the use of the main room.** This must be accompanied by a facility fee of \$80.00 and a security deposit of \$320.00 or \$220.00. **No reservation is considered final until all fees are paid and all of the paperwork is filled out and at the Management Office.** Fines for misuse of the Main Room and related facilities are outlined in the rental agreement. Covil Estates HOA annual membership meetings may be held at no charge, but must be scheduled.
13. The Amenities Facility is now operated through an electronic FOB system. Each Family is issued two (2) for access to the Clubhouse, Pool & Tennis/Basketball Courts. There is only one replacement on an annual basis for \$25.00. The Premises is under 24/7 camera surveillance.

Covil Amenities Rules & Regulations (continued)

Please note that the telephone on the back of the Clubhouse automatically dials 911 upon picking up the handset. It is for emergency use only!

Tennis/Basketball Court Rules

- Courts are for members and their guests only.
- Guests must be accompanied by a member at all times.
- Members may reserve a court no more than one week in advance and may not reserve more than 2 courts at a time.
- Members should sign in before start of play.
- Time allowed for play is 2 hours for doubles and 1 ½ hours for singles. 2 hours for basketball.
- Proper court attire is required. Tennis shoes only.
- No scooters, skateboards, bicycles are allowed on the courts. **Courts one and two are for tennis only and court three is for tennis basketball and pickleball only!**
- It is the responsibility of the players to empty trash containers when they are full. They should be emptied into a black garbage containers on the deck on the right side of the clubhouse.

Pool Rules

1. No **LIFEGUARD is on duty. Swimmers use the pool area at their own risk.**
2. All children under the age of twelve (12) years must be accompanied by an adult of at least sixteen (16) years old. A (teenager) 16 years old or older family member may bring one guest to the pool.
3. If any adult member wants to swim laps at any time all other swimmers will leave this section of the pool. Once the lap swimming is completed the full use of the pool by others will resume.
4. Up to 110 people may utilize the pool area at one time. Up to 30 people of the 110 may be guests at one time provided that members are not denied entry because of overcrowding. In the event of overcrowding, guests will be required to leave the pool area (in the order of first in – first out) in favor of members' entry. (Note: no more than 65 people may be in the pool at one time according to the Health Department.)
5. Each household or lot is allowed to have a maximum of 8 guests at the pool per visit. Sponsoring adult members must accompany guests at all times.
6. No running, boisterous or rough playing
7. No diving
8. Children may not use the pool without adult supervision
9. Children wearing diapers MUST WEAR "Disposable Swim Diapers"
10. Adults should not swim alone
11. No glass allowed in the pool or on the pool deck
12. Everyone must shower before swimming in the pool
13. No person under the influence of alcohol or drugs should use the pool
14. No person with skin, eye, ear or nasal infections allowed in the pool
15. No person with a communicable disease allowed in the pool
16. No animals or pets allowed in the pool or on the deck
17. The pool is open daylight hours only
18. No jumping on or diving off lounges or chairs
19. No hanging or sitting on ropes/lane divider in the pool
20. Pool furniture must be kept 6 feet from edge of pool

21. No wet swimsuits or wet towels in the clubhouse except in the restroom area
22. A first aid kit is located on the wall next to the men's room
23. **Emergency telephone** is located on back wall of Clubhouse, **automatically dials 911**
24. Civil Amenities Board of Directors and its appointees reserve the right to deny use of the pool to anyone at any time.

WADING POOL RULES

Same as above except no numbers 22 and 23 above but add the following: pool furniture not allowed in wading pool area

Penalties for failure to observe Rules and Regulations

Whenever there is an observed failure to follow the rules and regulations, the homeowner is subject to receiving a warning letter from the Management Company notifying them of the infraction. The homeowner has the right to challenge the warning if it appears to be incorrect.

Should there be a second occurrence of the same infraction; a warning letter shall be sent which will include a fine of \$75.00. The homeowner shall have 10 days to appeal this fine to the management company office and ask for a hearing on the matter. Additional occurrences of the infraction will result in \$100 fines. At any point, privileges may be revoked by the Board of Directors at its discretion for violations and/or damages.

Covil Estates Clubhouse Rental Event Check List

(During the Event)

_____ NO Decorations may be placed on the walls ceilings, doors or door frames (No tape, putty or adhesive on any surface)

_____ NO Smoking in the Clubhouse

_____ There is now cooking allowed in the kitchen. There is a stove top, oven Two microwaves. Please make sure that they are all clean in the same Manner that you find them.

_____ NO Clubhouse furniture is to be taken outside

_____ NO parking on the grass

_____ DO NOT move the Christmas tree during holiday parties

(After the Event)

_____ All Decorations have to be removed

_____ All debris, food, trash, etc. has to be removed from the carpeted and vinyl floors

_____ All food brought in by the lessee has been removed from the refrigerator

_____ All countertops have been cleaned off

_____ All trash has been taken outside and placed in the outside receptacles provided by the trash hauler

_____ Thermostat has been set to 80° in the summer and 65° in the winter. Turn off all ceiling fans

_____ Tables and chairs have been cleaned and placed in the appropriate storage area

_____ Stove and microwave have been turned off

_____ All Doors and windows are shut and locked

_____ Vacuum all carpet floors in main room (must be left in the same condition)