

COMMON PROPERTY USAGE AGREEMENT AND CONTRACT

Cumberland Cove POA is pleased to offer the Welcome Center facility, to include parking lot and grounds, for Cumberland Cove Property Owners temporary use and enjoyment. Cumberland Cove takes pride and satisfaction knowing all of the owners of Cumberland Cove property may utilize its facilities for their personal activities provided ALL ASSOCIATION DUES AND ASSESSMENTS ARE CURRENT. Any modifications, occupancy levels, usage, or activities that violate local laws and/or codes, good safety practices, or that go beyond the intended use for this facility are prohibited.

- I. The signatory of the Common Property Usage Agreement and Contract, hereafter referred to as Agreement, must be a Cumberland Cove property owner in good standing, hereafter referred to as Signatory.
- II. The Business Office located within the Welcome Center is not included in this agreement.
- III. Non-compliance with any term or condition of this agreement will result in revocation of future user privileges for all common property facilities for the Signatory.
- IV. Except for class type activities held on a recurring basis, the Signatory(s) must be present at the event (including set up, the event, and clean up). For class type events of a recurring nature, the signatory must attend the first class but does not have to be present at all recurring classes.
- V. Events for class type activities requiring the services of a paid instructor are allowed. The instructor must be a Cumberland Cove POA member in good standing or the guest instructor of a Cumberland Cove POA member in good standing. **Class size may be limited by the instructor due to the nature of the class. If class size must be limited, the Class Type Activity remains an Open Event so long as it is advertised and is available to all residents of Cumberland Cove on a “first to sign up” basis.**
- VI. Products cannot be sold nor orders taken at the Welcome Center Facility with the exception of craft shows and garage sales being held by the current Cumberland Cove POA Board of Directors acting in their capacity as the Board of Directors, Cumberland Cove POA Standing and Special Committees and Cumberland Cove POA officially recognized Clubs.
- VII. Events can be of three types:
 - A. Open to and advertised to all residents of Cumberland Cove and their invited guests. No security deposit shall be required. A \$1.00 non-refundable usage fee must be paid at the time the Common Property Usage Agreement and Contract is signed.
 - B. Closed – not open to nor advertised to all residents of Cumberland Cove. A \$300.00 refundable security deposit and a \$75.00 **per day** non-refundable usage fee must be paid at the time the Common Property Usage Agreement and Contract is signed.
 - C. Parks – Parks cannot be closed to the other members but can be reserved for special events. No fees will be applied for events at the parks but all else applies as stated in this contract.

If no damages are noted and the facility and/or grounds are restored to their prior good condition, the security deposit will be returned to the Signatory within seven (7) business days of the completion of the final inspection.

- VIII. To allow enough time for set up, take down, clean up, and inspection before and after events, only ONE (1) event per weekend (Friday, Saturday, Sunday) is permitted.
- IX. Date, start time, and end time for the event (including set up, take down, and clean up), whether Open or Closed as defined above, must be scheduled with the Welcome Center business office by the 15th day of the month prior to the event.
- X. Except for events organized and presented by the current Board of Directors or Standing Committees, no events or classes can be scheduled on: New Years Eve; New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving (Thursday & Friday); Christmas Eve; Christmas day.
- XI. Standing meeting Dates, Events and /or Classes scheduled by the current Cumberland Cove POA Board of Directors acting in their capacity as a Board of Directors, Cumberland Cove POA standing and Special Committees, and Cumberland Cove POA officially recognized Clubs take precedence over other requests for events/ or classes.
- XII. **The Event or Class maximum length per day is eight (8) consecutive hours. For events requiring "set up" and/or "clean up" which cause the event to exceed the eight consecutive hour maximum, "set up" and/or "clean up" must be scheduled so that no more than eight (8) consecutive hours are scheduled on any one date with "set up" and/or "clean up" to be completed not more than one day prior to the Event/Class nor more than one day after the Event/Class date.** All events and/or classes must end by midnight with the exception of Sunday events which must end by 11pm.
- XIII. In offering this privilege, it is required that after each use, the facility and/or grounds be restored to their prior good condition. An inspection will be made prior to the event and a final inspection after the event. The Signatory of this agreement is urged to be present for both inspections. To comply with this requirement a Compliance Checklist is included herewith.
- XIV. Use of Cumberland Cove property and equipment, including but not limited to tables, chairs, television, range, oven, dishwasher, coffee brewer, serving dishes, utensils, and linens is permitted. However, removal of said property or equipment from the Welcome Center building (defined to be the building, patio, parking lot, and grounds) is not permitted.
- XV. No food or drink will be provided by Cumberland Cove POA.
- XVI. The Signatory of the Agreement hereby agrees that any damage or clean up expense which exceeds the security deposit, if any, will be invoiced to the Signatory and paid to the Property Owner's Association within thirty (30) days of the invoice. For events not requiring a security deposit, the full amount of any damage and or clean up expense will be invoiced to the Signatory. Failure to remit the damage assessment within 30 days will result in legal action with all additional legal costs and attorney fees assessed to the Signatory of the agreement.

- XVII. Community yard sales are permitted but must be sponsored by the Board of Directors acting in their capacity as the Board of Directors, Cumberland Cove POA Standing Committees, and Cumberland Cove POA officially recognized Clubs.
- XVIII. The current Cumberland Cove POA Board of Directors acting in their capacity as the Board of Directors, Cumberland Cove POA Standing and Special Committees, and Cumberland Cove POA officially recognized Clubs are not required to complete the Usage Agreement and Contract to use the Welcome Center facility, parking lot, and grounds for purposes relating to official meetings, workshops, activities, and events.

Compliance Checklist

1. Do not exceed building occupancy code level of 110 persons.
2. Ensure that vehicle parking is confined to paved parking areas only.
DO NOT PARK ON GRASS.
3. Serving of alcoholic beverages is prohibited without submission PRIOR to the day of the event of an insurance certificate naming the Cumberland Cove Property Owner's Association as an insured for General Liability Coverage for \$1,000,000.00.
4. Under no circumstances are pyrotechnics (fireworks) allowed throughout ANY Cumberland Cove Property areas.
5. Facility interior, including furnishings, carpets, equipment, and grounds must be restored as found.
6. Sweep floors as needed.
7. If needed, clean up the kitchen; wash and dry dishes used; spot check floor for major spots and wipe up, clean the counter and stove tops.
8. Make sure the stove and coffee brewer are turned off.
9. Turn off all lights and fans used in the main room
10. Remove garbage and take outside to the roll cart provided by Cumberland Sanitation.
11. DO NOT leave the facility unattended at any time.
Security provided by Cumberland Cove POA will open and close the Welcome Center based on the times provided in VI above.
12. All events/activities must cease by midnight.
13. NO Pets allowed at any time except for service pets. When appropriate use pooper scoopers on grounds.
14. In the event of an emergency, call 911

PLEASE BE AWARE OF FIRE HAZARDS!

To the fullest extent permitted by law, the Signatory agrees to defend (including attorneys fees), pay on behalf of, indemnify, and hold harmless Cumberland Cove POA, its elected and appointed officials, employees and volunteers and others working on behalf of Cumberland Cove POA against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from Cumberland Cove POA, its elected and appointed officials, employees, volunteers or others working on behalf of Cumberland Cove POA, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

I (we) the undersigned Cumberland Cove Property Owners have read, understand, and agree to all conditions of the Common Property Usage Agreement and Contract.

Property Owner _____

Property Owner _____

Officer, Cumberland Cove Board of Directors _____
Or Their Designee

Date: _____

Cumberland Cove POA
COMMON PROPERTY USAGE AGREEMENT

CC POA Member _____

Address: _____

Home Phone: _____ Cell Phone _____

Association Dues & Assessments Current: _____

Indicate common property intended for use: (check) Welcome center _____ Parks _____
If one of the parks, indicate which park _____

Describe Usage Activity: _____

Requested Date: ___/___/___

Set-up Time from: _____ To: _____

Event Time from: _____ To: _____

Clean-up Time from: _____ To: _____

Number of People Attending _____

CLOSED EVENT

Deposit Of \$300.00/Check # _____ Date Returned Check _____

Usage Payment/Check # _____

OPEN EVENT

Usage Payment/Check # (property owner in good standing) _____

Will There Be Alcoholic Beverages Served? Yes _____ No _____

If Yes, Copy of Insurance for General Liability Must Be Turned in With
Application and Payment Received Insurance Form: _____ Date ___/___/___

**I HAVE READ ALL PAGES, UNDERSTAND AND AGREE TO THE TERMS OF THE Common
Property Usage Agreement contract**

CC POA Member (s) Signature: _____ Date ___/___/___

Facility Inspection

Any existing Damage to the facility should be noted on the form in the space below. If additional space is required, use back of form.

Existing Damage:

If security deposit will be retained by Cumberland Cove POA, please state reason(s) below:

Cumberland Cove POA Representative Signature:

_____ Date ___/___/___

Please print name and title _____

CC POA Member Renting the Facility:

_____ Date ___/___/___