

Village Green Association of Southern Pines, Inc. (the "Association")

GUIDELINES FOR

Usage of Greens by Residents for Large Non-HOA Sponsored/Non-resident Events

A. General Rules

1. The Greens are for the use of homeowners and their accompanied guests, only.
2. MAXIMUM ATTENDEES: 25
3. For violation by the homeowner(s) or their guests of any rules and regulations established by the board, the right to use of a member may be suspended for a period to be determined by the board
4. No illegal substance will be allowed at any time.
5. The homeowner must be present for the entire time the green is in use. A homeowner or parent must accompany children while on the Greens.
6. Groups of individuals must leave the Greens by 9:00 p.m.
7. The Greens cannot be used for money raising purposes by an individual or organization other than the Village Green Association.
8. No political, religious, commercial or any other outside organization or group is permitted use of the Greens, even though a homeowner is a member of the organization.
9. Grills may not be used on the Greens.
10. Tables and chairs maximum concentrated (tables & chairs) number of people allowed in any gathering is Twenty-five (25).
11. The homeowner is responsible for the conduct of his/her guests and proper behavior to prevent damage, nuisance, and excessive noise. Proper authorities will be notified immediately in the event of any illegal activity.
12. All trash, debris, decorations, signs, balloons, tables, and chairs, etc. must be removed by the end of event. Furniture must be returned to the original location.
13. Benches must remain on the Green they are assigned. If they are relocated on the Green, they must be put back in the same place after gathering.
14. Parking must be in designated guest parking only.
15. Residents may only utilize the Green closest to their unit.
16. Limit time of event: Four (4) hours
17. Due to irrigation systems no tents, children's equipment (bouncy houses) or staking (tie-down) of equipment/games.
18. At least one (1) adult must always be present for every five (5) minors. The homeowner must be present as provided in A.5.
19. If the primary event is a gathering by/for minors, no alcoholic beverages of any kind are allowed.

B. PROCEDURE TO RESERVE GREENS:

1. Contact the communications committee chair via phone or email to notify of gathering. For Gatherings with 25 people, the request will not be considered to have been accepted by the Association until the reservation form have been received.
2. Complete and submit the Greens Reservation Form to the Communications Committee Chair **no later than the 1st Friday of the month prior to the event.**
3. Reservation may be made up to a maximum of six (6) months in advance,

*****NOTE: Any violations not mentioned above may result in a charge to your Association account The reserving homeowner is responsible for all cleaning, as well as any damage, or vandalism that occurs as a result of the event***

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Green to be Used _____

Name of Homeowner: _____

Address: _____

Phone # _____ **e-mail Address** _____

Date of Event ____/____/____ **Start Time:** _____ **End Time:** _____

Notes: _____

I acknowledge I have been given a copy of the rules and regulations governing the Greens. I agree to abide by and to use the Greens in compliance with these rules and with all applicable laws and regulations. I acknowledge that applicable laws and regulations include, for example, laws and regulations governing alcoholic beverages and that it is my obligation to investigate the applicability of laws and regulations governing alcoholic beverages to my planned activities

Type of Function: _____

All homeowners using the Greens do so at their own risk and accept full responsibility and liability for themselves and their guests. Each and all of Village Green Association of Southern Pines, Inc. (the "Association") and its officers, directors, agents, employees, and volunteers is to be free from any and all liabilities and claims for damages by reason of any injury allegedly sustained by any person or entity (including, but not limited to, me and my invitees) or to any real or personal property from any cause or causes whatsoever while in, upon or in any way connected with the gatehouse or adjacent areas or any use hereunder.

MAXIMUM OCCUPANCY: 25

I shall comply, and ensure that my invitees comply, with all applicable laws and regulations including, but not limited to, the social host liquor liability laws and the North Carolina ABC laws. The Association does not have liquor insurance. Therefore, it is understood that the individual reserving the Green is responsible for the consumption of alcohol by his/her guests and will assume full responsibility for all alcohol related/influenced activities including, but not limited to, drunk driving liabilities.

I shall indemnify, defend and hold each of the Association and its officers, directors, trustees, employees, contractors, representatives and volunteers harmless from all claims, demands, costs, damages, and causes of action (including, without limitation, those arising from or relating to social host liability) asserted thereagainst by any person or entity for any injury allegedly sustained by any person or

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Approved by the HOA Board: November 12, 2022

entity (including, but not limited to, me and my invitees) or to any real or personal property from any cause or causes whatsoever while in, upon or in any way connected with the Greens or adjacent areas or any use hereunder.

The Association shall not, in the event of the unavailability of the Greens or any breach of this agreement by the Association, for any reason, be liable for any breach or damages (including, without limitation, incidental, special, indirect, punitive, exemplary, or consequential damages), whether based on tort, contract, proprietary rights or any other legal theory, even if I previously advised the Association of the possibility thereof.

The Association reserves the right to terminate this agreement, without recourse or liability thereto, (a) in the event of unscheduled closure (in which event the deposit shall be refunded to me) or (b) in the event of violation or breach, anticipatory or otherwise, of this agreement by me.

The Association may retain, destroy, or dispose of any property left in or near the Greens upon the expiration of this agreement without notice to me or otherwise.

This is the _____ day of _____, 20__.

Signature: _____ Date: _____

Address: _____

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