



Today's Date: _____

Reservation calendar, rules, regulations, and reservation agreement are available by:

- Visiting your neighborhood's portal at https://portal.camsmgt.com/Home_v2/Login
- Contacting CAMS - Community Association Management Services; **704-731-5560**, email@camsmgt.com. **1515 Mockingbird Lane, Suite 600, Charlotte, NC 28209**

In order to reserve a date:

1. Complete and sign **Reservation Agreement and Teen Addendum**, if applicable. Be sure to initial where noted in the left margin. These are to be signed and initialed only by the homeowner.
2. Complete and **sign the Rules and Regulations** form. This is to be signed only by the homeowner.
3. **Rental Fee**– **This \$300 Fee includes a maximum of 8 hrs. rental time, including setup and cleanup.** If you require additional time, the fee is \$25 per hour. Please include this in your payment if it applies.
4. **Security Deposit** – \$200 deposit is refundable assuming no damage is done. Refunds should arrive by mail within 7-14 days following your post-event inspection if you paid online otherwise we will shred your personal check. Your event date will be confirmed upon receipt of the signed documents and payment. **Return signed forms along with TWO personal checks (made payable to Lexington HOA) for Rental Fee and Security Deposit in the amount of \$300 nonrefundable and \$200 deposit to:**

**CAMS - Community Association Management Services
1515 Mockingbird Lane, Suite 600
Charlotte, NC 28209**

Regards,

Lexington HOA



Rental Agreement

In consideration for the Lexington Community Association, Inc. ("Association") allowing me the exclusive use of the Lexington Clubhouse equipment and furnishing, I, the undersigned, agree as follows:

1. I agree to reserve the Clubhouse of the Association on _____ (date) for: _____ (type of event)
 - (A) A social event, where the primary guests are (check box):

Children (under 12)
 Teens (13 years to 19 years) **Teen Addendum must be completed**
 Adults
 - (B) A Lexington community club (name of club: _____) that meets _____.
2. The event or club will be attended by approximately _____ guests (maximum of 75). This will be a "not for profit" function and in no way will benefit my family or me financially. I must know party guests. I may not advertise invitations.
3. The event or club meeting will be held **between the hours of** _____ **TO** _____ **(including set up and clean up time)** on the date noted above. I understand a rental period is a maximum of 8 hours, including setup and cleanup. Each additional hour is \$25 per hour. I understand that continued use of the Clubhouse after the hours for which it has been reserved will constitute a breach of this Agreement and will result in forfeiture of my deposit. All events must end in time to ensure the clubhouse is empty by 12:00 AM Sunday through Thursday, and 1:00 AM on Friday and Saturday.
4. Music will not be audible from the exterior after 10:30 PM Sunday through Thursday, and 12:30 AM on Friday and Saturday. **Doors will be shut during my event.** If I receive a request from a fellow homeowner to turn down the music, I will respect their request. Police will be notified if noise is a problem.
5. I agree to pay a rental fee of \$300 and a deposit of \$200, totaling \$500. I am responsible for removing all trash from the interior and exterior of the Clubhouse, taking all garbage & food to the outside garbage can, returning furniture to its original location, and shutting off appliances, lights and fireplace. I am responsible for returning the clubhouse to the condition in which it was found, ready for the next rental. If cleaning and/or vacuuming are necessary to do this, I am responsible for such.
6. I understand that I must pay 100% of all fees at the time of reservation. These monies will only be refundable if I cancel 30 days before the reservation date.
7. I understand that a refundable security deposit of \$200 needs to be submitted with this signed Application for Reservation Agreement with the fees referred to in item 5 above. I further understand and agree that the refundable security deposit may be used to pay for cleaning cost and any and all damages resulting to the Clubhouse, its contents, or any other portion of the property from any action or any action of person present at, or attending, or in any other way related to my event. I expect that any charges made against my deposit will be explained. If the cost of repairs exceeds the amount of my deposit, I agree to pay the Association for such repairs. **I agree that all deposits, fees and expenses incurred by the Association as a result of the use of the Lexington Clubhouse under this agreement shall be considered an assessment and constitute a lien against my property and shall be fully collectible as such as provided for in the Association's Declaration and By-laws. The Clubhouse Committee reserves the right to increase the required security deposit up to \$400, or decline the future rental requests of a homeowner who has previously forfeited the security deposit due to a breach of this Agreement.**
8. I agree to pay a \$25 service charge in the event that my check is returned for insufficient funds. I also understand that as a result of my returned check I will have to reserve the clubhouse (usage fee, cleaning fee, and security deposit) with a cashier's check or money order.

Initial

9. I assume all responsibility, risks, liabilities, and hazards incidental to the activities applied for (including, but not limited to , the serving of alcoholic beverages), and hereby release and forever discharge the Association, it officers, directors, employees, agents, and members, past , present, and future, for any and all claims, cost, causes of actions and liability for personal injury or death and damage to or destruction or property arising from my use of the clubhouse and its appurtenances.
10. I agree to indemnify and hold harmless CAMS - Community Association Management Services, Lexington Community Association, Inc., its officers, directors, employees, agents and members, past present, and future from any and all claims, cost, causes of action and liability (including, but not limited to, attorneys' fees) for any injury, to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees or any member of the Association or any other person which arise from or are in any way related to the above activity, whether or not caused by the Association's negligence.
11. **I assume all responsibility of the actions and behavior of all persons present at, attending or in any other way related to my function and agree to be personally responsible for causing all such person to comply with the Association's Declaration, B y - Laws and Rules and Regulations.** I acknowledge that violation thereof by any person present at, attending, or in any other way related to my function may, at the sole discretion of the Clubhouse Committee, result in forfeiture of my refundable security deposit. All appeals of such decisions should be made to the Association's Board of Directors.

Initial

12. **I understand that I am being granted the exclusive use of the Clubhouse for the time period described above subject to the right herein reserved by the Association to enter the Clubhouse and terminate my use thereof should the conduct of any person using the facility endanger the health, safety or well-being of any person or constitute a threat of any property.**

12. **I am at least twenty-vie (25) years of age and will be in attendance at my function.** I hereby agree and represent that the clubhouse will be used for lawful purposes only and that if any conduct at the function I am sponsoring violates federal, state or local laws and ordinances, my rights to use the Clubhouse under this Agreement shall be terminated and the Association shall have the right to take possession of the Clubhouse and instruct my guest to leave the property.

Initial

14. **Subject to those deductions provided for in this Agreement, I understand that if the Clubhouse is left in the same condition as prior to my event, my security deposit will be refunded unless I request otherwise.**

Initial

15. **I understand that wet swimsuits, smoking, and pets are not allowed in the Clubhouse at any time. Also, I will not attach decorations to any surface accept window/door moldings.**

13. I understand that my reservation of the Clubhouse on the aforementioned date will not be confirmed nor will the Agreement be binding until such time as my deposit has been accepted and the Association has executed this Agreement.
14. I have carefully read and understand this Agreement, the Teen Addendum (if applicable), and the Clubhouse Rules & Regulations, and agree to be bound by their terms.
15. I understand that renting the Clubhouse is a privilege. Any abuse of that privilege, including, but not restricted to the agreements in this contract, will result in an increase in your deposit/rental fee for your next rental or prohibit your rental completely.

| | |
|----------------------|-----------------------|
| Name: _____ | Home Phone: _____ |
| Address: _____ | Business Phone: _____ |
| Email Address: _____ | Cell Phone: _____ |
| Signature: _____ | Date: _____ |

FOR MANAGEMENT COMPANY USE ONLY

Date payment was received: _____

Check #: if applicable: _____

CAMS Representative Signature: _____



**RESERVATION AGREEMENT
TEEN ADDENDUM**

As required in the Application for Reservation Agreement and the Clubhouse Rules and Regulations, the homeowner and other adults (over 25 year of age) are required to be present at all social events where the average guest age is between 13 and 19 year of age, in the ratio of one adult to every 15 teens.

Security for Event: For the protection of the renter, the guests, and the other homeowners in Lexington, off-duty Charlotte-Mecklenburg Police Officers will be hired (private security firms are not acceptable), at the renter's expense, for the entire duration of the social event.

For every 50 persons attending, one off duty office will be hired. This is set by the Clubhouse Committee and may differ from the requirements of the CMPD. The contact at the CMPD is Officer Lyons and he can be reached at 704-336-2335. **Proof of hiring of the off-duty officers must be submitted to the Clubhouse Committee at least one week prior to the event date.**

Homeowner/Renter

Date

Clubhouse Committee Representative

Date

At the time of the Teen Social Event, the off-duty CMPD officer(s) must sign below to confirm their presence.

CMPD Officer Name & Badge #

Date

CMPD Officer Name & Badge #

Date



THE HOMEOWNER RENTING THE CLUBHOUSE MUST BE THE HOST/HOSTESS OF THE FUNCTION AND PRESENT AT ALL TIMES.

- Shoes and shirts are required in the clubhouse. No smoking, pets, or wet bathing suits in the clubhouse at any time.
- Rental of the clubhouse does not include use of the swimming pool. Renters and their guests are not allowed in the swimming pool.
- No paint, tape, or tacks are allowed on walls or ceilings. If rear window shades for privacy are to be used, please hand any material from the tension rods located within the window frames.
- Glitter and confetti, including the foil kind that comes in various shapes, may not be used in the clubhouse. If either material is used, you may be required to pay an additional fee of \$50 to have this cleaned.
- All balloons must be weighted down and not allowed to float freely. If balloons are caught in the ceiling fans, there will be a \$100 fee for removal and possible additional fees if damage is caused to the motor of the ceiling fans.
- We strongly suggest not serving colored drinks. In the event of a spill, a minimum of \$50 will be charged to have the stain professionally treated.
- Please have guests park in the clubhouse parking lot area. Parking is not allowed on the streets or community entrance road.
- One adult must be present for every 8 children and one adult must present for every 15 teenagers or college students under the age of 19.
- Alcoholic beverages are permitted on a “bring your own” basis only and are to be consumed by persons 21 years of age or older. In no way will the Association serve alcoholic beverages.
- Items left in the clubhouse after the post-event inspection becomes the property of Lexington Community Association.
- No glass allowed outside of the clubhouse. This includes front and rear steps.
- Clubhouse furniture is to remain inside the building during any event.

****Violation of Rules & Regulations will subject the Renter to loss of their security deposit****

Homeowner Signature

Date

Fob Number For Access