

**Porter's Landing Property Owners Association (PLPOA)**  
**Application and Use Contract for the Porter's Landing Clubhouse (The Hangar)**

Homeowner(s): \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Day of Week: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

Number of Adults(over 21) \_\_\_\_\_ Number of Children under 13: \_\_\_\_\_

Security Deposit: \$ \_\_\_\_\_ Check # \_\_\_\_\_

**Deposit Structure**

\$100.00 security deposit for parties under 50 guests.  
\$150.00 security deposit for parties of 50-100 guests.

**Permitted Hours of Use**

Sunday through Thursday: 9:00 AM to 11:00 PM  
Friday and Saturday: 9:00 AM to 12:00 PM  
New Years Eve: 9:00 AM to 2:00 AM

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**Specific Use Agreements**

\_\_\_\_\_  
**(initial)** **Rules and Regulations:** The Sponsor agrees to abide by the PLPOA Hangar Rules and Regulations a copy of which is attached and included in the contract by reference. The Sponsor certifies by their initial that they have received and read the Rules and Regulations. The Sponsor is responsible for insuring that guests follow the Rules and Regulations. Violations of the Rules and Regulations may result in forfeiture of their security deposit and the right to use the Hangar in the future.

\_\_\_\_\_  
**(initial)** **Pickup of Keys:** The Sponsor will pickup the keys as arranged with the Hangar Committee. The Sponsor agrees to return the keys within two days of the use or as arranged with the Hangar Committee. Loss of the keys will result in forfeiture of the security deposit.

\_\_\_\_\_  
**(initial)** **Access to Hangar:** The Sponsor agrees that all preparation and cleanup will be during the hours of occupancy specified in the contract. Failure to comply may result in forfeiture of their security deposit and loss of rights to use the Hangar in the future.

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**(initial)** **Decorations:** Only scotch tape may be used to adhere decorations to any surfaces in the Hangar. Any Candles must be enclosed by glass globes or holders. All decorations must be removed before the end of the reservation. Because of the ceiling height, Helium filled balloons are not allowed (unless specifically authorized).

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**(initial)** **Supervision:** The Sponsor agrees to be on the premises of the Hangar at all times during the period of authorized use. The Sponsor further agrees that there will be in attendance one parent/guardian for every ten guests under the age of 21.

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**(initial)** **Alcohol:** If any alcoholic beverage is to be served, the Sponsor must provide proof of host liquor liability insurance with combined single limit coverage of \$1,000,000 for injuries, deaths or damages. The Sponsor may obtain a general liability, excess liability or umbrella rider to their homeowner policy or obtain a separate policy, provided that it specifically covers host liquor liability. If any alcoholic beverage other than unfortified wine or beer is to be served, the Sponsor must obtain a limited special occasion permit or such other permit as required by the state Alcoholic Beverage Commission. These requirements do not apply to events where individuals bring alcoholic beverages for their own use when permitted by the sponsor. Proof of insurance must be received at Hawthorne Management Company at least ten days prior to the subject event or the PLPOA automatically terminates the use contract.

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**(initial)** **Cleaning:** The Sponsor agrees to be responsible for all cleaning of the premises and the surrounding yard and the exterior, including but not limited to floor cleaning and litter removal to the extent that such cleaning is needed due to the use of the facilities. The facility must be left in a neat and presentable condition.

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**(initial)** **Inspection during use:** Porter's Landing reserves the right to inspect the Hangar during use to determine that all Rules and Regulations are being followed. If violations of the Rules and Regulations are found, use of the facility may be terminated. If this occurs, the Sponsor will not be entitled to the return of their security deposit. In the event the function in progress is director to be terminated by Porter's Landing or it's agents or civil authorities, the Sponsor agrees to promptly terminate the activity and to vacate the premises.

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**(initial)** **Inspection after use:** Porter's Landing will inspect the Hangar after use. Refund of the security deposit check is upon the inspector's confirmation that the facility was left in

good condition and that the keys were returned. Any costs incurred to clean or repair the facility will be deducted from the security deposit. The Sponsor agrees to be responsible for costs to restore the facility to the condition prior to the subject event, but costs shall not be limited to the amount of the deposit. The deposit may also be forfeited for improper use or rental policy violation, which may result in additional use restrictions for the Sponsor.

**(initial)**

**Securing the Hangar after use:** The Sponsor agrees to leave the Hangar secure with all doors and Windows locked. Failure to do so may result in forfeiture of some or all of their security deposit.

**Hangar reservations:** Reservations should be made with The Hangar Committee no later than two weeks prior to use of the Hangar. Reservations will be confirmed in writing upon receipt of the completed rental contract and the check for the security deposit. Make checks payable to Porter's Landing Property Owners Association. The confirmation letter will enable you to complete your transaction with the PLPOA.

**Indemnification:** Use of the facility is for the pleasure of Porter's Landing Property Owners and their guests and may not be used for any business or commercial purpose. Party guests must be known to the Sponsor. You may not advertise or sell tickets to the party, or issue open-ended invitations. Charity events or community fundraising events may be allowed with permission of the Porter's Landing Board of Directors. The Sponsor acknowledges that neither Niblock Corporation, and its partners, affiliates, contractors, agents, assigns, and related companies (the "Developer"), Hawthorne Management Company (the "Manager"), nor the PLPOA (the "Association"), has assumed any responsibility for, nor shall the Developer, the Manager, or the Association have any liability for the actions or inactions of the Sponsor and his/her guests and invitees or for any injury, damage or loss any person may sustain while using the facility or in connection with or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any person while using the facility.

The Sponsor on behalf of himself, his heirs, successors and assigns, and on behalf of his/her guests and invitees, their heirs, successors, and assigns hereby releases the Developer, the Manager, and the Association and their respective officers, directors, shareholders, agents, members, successors, and assigns of and from any claims which Sponsor, his or her guests, and invitees, now have or may hereafter have which are related in any way to any loss, damage or injury that may be sustained in connection with their use of the facilities or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in while using the facility.

The Sponsor on behalf of himself, his heirs, successors and assigns, agrees to indemnify, defend and hold harmless the Developer, the Manager, and the Association and their respective officers, directors, shareholders, agents, members, successors, and assigns against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, arising from the use of the facilities, including the buildings and sidewalks

adjoining same, by the Sponsor, his or her guests, and invitees, or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any such person while using such facilities. In the event any action or proceeding is brought against the Developer, the Manager, or the Association, their respective officers, directors, shareholders, agents, members, successors or assigns by reason of any such claim, the Sponsor covenants and agrees to pay all costs of defense of such action or proceeding by counsel satisfactory to the Developer, the Manager, and the Association.

The foregoing indemnification and defense obligations shall not be conditioned upon the availability of insurance coverage and Sponsor failure to obtain insurance coverage or the refusal of the insurer to pay any claim or otherwise assist the Sponsor in fulfilling such obligations shall not relieve the Sponsor of the indemnification and defense obligations set forth herein.

The Homeowner(s) has/have read and is familiar with the provisions of this Agreement and the rules of the facilities and agrees to comply with same.

Will alcohol be served at the subject event? Yes \_\_\_ No \_\_\_ (Initial Here)

**Your homeowner assessments must be paid in full before you may use the facilities.**

\_\_\_\_\_  
Sponsor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sponsor's Signature  
Revised: 5/0

\_\_\_\_\_  
Date

## Rules and Regulations

**The Hangar** may be reserved for parties of Porter's Landing residents and their guests, and for meetings and events approved by Porters Landing. This includes the use of all the furnishings and equipment in the facility. The following uses are not allowed on the Hanger premises (unless specifically noted in the contract).

- A. Functions open to the public.
- B. Functions charging an admission fee to guests.
- C. Functions with animals in the Hanger, except those helping disabled guests.

The following activities are specifically prohibited in **The Hangar**.

- A. Smoking.
- B. The use of controlled substances.
- C. Excessive noise that interferes with the comfort and enjoyment of surrounding residents or that of guests at the Hanger.

**The Porter's Landing Property Owners' Association (PLPOA)** shall exercise the right of authorization or denial of the use of the Hangar. The PLPOA further reserves the right to impose conditions and restrictions on a particular rental agreement, in addition to those specifically enumerated in these Rules and Regulations, if the PLPOA believes that such conditions and restrictions are reasonably necessary to protect the property interest of members of the PLPOA and to insure that the use of the Hangar will not disturb the peace and harmony of the community. The Hangar will be rented on a first come, first serve basis. Porter's Landing reserves the right to restrict usage of the Hanger.

**The person who signs the Sponsor agreement** must be at least twenty-one (21) years of age.

**The Sponsor** will be solely responsible for thorough clean up after use of the Hangar and agrees to leave the Hangar in the same condition he/she found it. The rooms must be vacuumed and returned to their original condition. All tables and chairs must be put back where they were found. All trash must be disposed of in secure trash bags which shall then be placed in the trash dumpster (if available) or trash cans located outside the facility.

State and County codes must be adhered to with regard to noise, including music. After 10:00 p.m., music may only be played inside with all windows and doors in the Clubhouse completely closed. The source of music must be inside at all times. After 10:00 p.m., music must also be played at a volume low enough so those residents of the nearby homes cannot hear it.

**The PLPOA Board of Directors**, in its sole discretion, reserves the right to deny use of The Hangar to any member. Further The Hangar rules, security deposits, and fees for damages are subject to changes without notice with the approval of the PLPOA Board of Directors.