

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

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

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

**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Purpose of Event:** \_\_\_\_\_

**# of Guests aged 21+: \_\_\_\_\_ # of Guests under 21: \_\_\_\_\_ Total # of Guests (100 max): \_\_\_\_\_**

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**Permitted Hours of Use: SUN - THU: 9:00 AM - 11:00 PM    FRI - SAT: 9:00 AM - 12:00 AM**

**Requested Date:** \_\_\_/\_\_\_/\_\_\_\_\_ **Requested Timeframe:** \_\_\_\_\_ AM/PM - \_\_\_\_\_ AM/PM

**Security Deposit: \$300.00** (Refundable pending full compliance with this agreement)

**Rental Fees: MON - THU: \$50.00    FRI - SUN: \$75.00** (Per day, non-refundable)

Total Amount due with this request (Security Deposit + Rental Fee): \$ \_\_\_\_\_

**Approval of all applications for rental use of The Hangar is dependent on availability of date(s) requested, the completion of all areas of this contract, and the absence of outstanding PLPOA annual dues, fees, fines, and/or previously noted misuse of The Hangar or other common areas of Porters Landing.**

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**Submission and subsequent approval of this application requires acknowledgment of Homeowner review of, and agreement to comply with, all Sections of this Application and Use Contract by completing the signature area below:**

**Section 1: Specific Use Agreements**

**Property Damage:** The Homeowner agrees that they are responsible for the actions of themselves and their guests during the rental period and will be accountable for any and all property damage caused by themselves or their guests to PLPOA property and neighboring properties. The Homeowner further agrees that the PLPOA and Board of Directors are not accountable for and are indemnified against any and all property damage, both to PLPOA property and neighboring properties resulting from the action(s) of a Homeowner or a Homeowner's guests. Guests shall include any person present on The Hangar grounds during the rental period, whether or not a specifically invited guest.

**Rules and Regulations:** The Homeowner agrees to abide by the PLPOA Hangar Rules and Regulations noted in Section 2 of this contract. The Homeowner certifies by their signature they have received and read Section 2: Rules and Regulations. The Homeowner is responsible for ensuring that guests follow the Rules and Regulations. Violations of the Rules and Regulations may result in forfeiture of some or all of their security deposit and/or suspension of rights to use The Hangar in the future.

**Handling of Keys:** The Homeowner will receive the key(s) as instructed in the rental confirmation. The Homeowner agrees to return the key(s) at the end of the event as instructed in the rental confirmation. Loss of the key(s) will result in forfeiture of some or all of their security deposit and/or suspension of rights to use The Hangar in the future.

**Access to The Hangar:** The Homeowner agrees that all preparation and cleanup will be during the hours of occupancy specified in this contract. Failure to comply may result in forfeiture of some or all of their security deposit and/or suspension of rights to use The Hangar in the future.

**Decorations:** Only scotch tape, painter's tape or blue tack may be used to adhere decorations to any surfaces in The Hangar. Push pins and/or tacks may only be used on the large cork board in the main room. 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 inside The Hangar (unless specifically authorized in by the Board of Directors).

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

**Alcohol:** If any alcoholic beverage is to be served, the Homeowner must provide proof of host liquor liability insurance with combined single limit coverage of \$1,000,000 for injuries, deaths or damages. The Homeowner 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 Homeowner 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 Homeowner. Proof of insurance must be received at Cedar Management Group at least ten days prior to the subject event or the PLPOA automatically terminates the use contract.

**Cleaning:** The Homeowner agrees to be responsible for cleaning and/or restoring all interior areas, including the kitchen and bathrooms and all exterior areas, including the front porch, parking lot and trash corral. The entire facility must be left in a neat and presentable condition, including any cleaning required, trash removal or stowage of furniture to restore all areas to the state provided at the start of the rental. The Cleaning Checklist is provided as Section 3 of this agreement detailing the required elements to be cleaned to this standard, and subject to inspection.

**Inspection during use:** The PLPOA 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 Homeowner will forfeit their security deposit. In the event the function in progress is directed to be terminated by the PLPOA, its agents or civil authorities, the Homeowner agrees to promptly terminate the activity and to vacate the premises.

**Inspection after use:** A representative of the Clubhouse Committee will inspect The Hangar after use. Refund of the security deposit will be initiated upon the inspector's confirmation that the facility was left in conditions consistent with the original occupancy and the included Cleaning Checklist in Section 3 and that the key(s) were returned. If the inspection determines these conditions have not been met, the Homeowner agrees to be responsible for all costs to restore the facility to the condition prior to the subject event which will be deducted from the security deposit. The Homeowners shall be responsible for remitting any additional payment owed in the event the cost to restore The Hangar to the condition prior to the subject event exceeds the amount of the security deposit. The deposit may also be forfeited for improper use or rental policy violation, which may result in additional use restrictions for the Homeowner.

**Securing of The Hangar after use:** The Homeowner agrees to leave The Hangar secure with all doors and windows locked after turning off the fireplace, TV and lights turned off and return of key(s) as instructed in their pre-rental email. Failure to do so may result in forfeiture of some or all of their security deposit and/or loss of rights to use The Hangar in the future.

**The Hangar Reservations:** Reservations should be completed online with the Clubhouse Committee no later than two weeks prior to use of The Hangar. Reservations will only be considered confirmed upon receipt of written approval by the Clubhouse Committee after acceptance of the completed online rental contract, receipt of rental fee and security deposit fee and verification that Homeowner's account is in good standing per the PLPOA.

**Indemnification:** All authorized usage of The Hangar by PLPOA Homeowners is for private functions only and the pleasure of PLPOA Homeowners and their specifically invited guests. Homeowner must be present during the entirety of their event. Homeowners may not advertise, issue open-ended invitation or otherwise publicize their event on any forum open to the general public. The Hangar is not for use by any outside organization or business entity for commercial purposes. Charity events and/or community fundraising events may be approved with by the PLPOA Board of Directors after consideration on a case by case basis. In addition;

- The Homeowner acknowledges that neither Cedar Management Group (the "Manager"), nor the PLPOA, has assumed any responsibility for, nor shall the Manager, or the PLPOA have any liability for, the actions or inactions of the Homeowner 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 Homeowner 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 Manager, PLPOA, and their respective officers, directors, shareholders, agents, members, successors, and assigns of and from any claims which Homeowner, 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 Hangar or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in while using the facility.
  - The Homeowner on behalf of himself, his heirs, successors and assigns, agrees to indemnify, defend and hold harmless the Manager, PLPOA, 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 Homeowner, 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 The Hangar. In the event any action or proceeding is brought against the Manager, PLPOA and/or, their respective officers, directors, shareholders, agents, members, successors or assigns by reason of any such claim, the Homeowner covenants and agrees to pay all costs of defense of such action or proceeding by counsel selected by the Manager, and the PLPOA.
  - The foregoing indemnification and defense obligations shall not be conditioned upon the availability of insurance coverage and Homeowner's failure to obtain insurance coverage or the refusal of the insurer to pay any claim or otherwise assist the Homeowner in fulfilling such obligations and shall not relieve the Homeowner of the indemnification and defense obligations set forth herein.
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## Section 2: Rules and Regulations

**The Hangar** may be reserved for private events of Porter’s Landing Homeowners and their guests, and for meetings and events approved by the PLPOA. 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 general 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 including Vaping.
- B. The use of controlled substances.
- C. Excessive noise that violate any local code or ordinance, or State law, that would disturb the peace, and therefore interfere with the comfort and enjoyment of surrounding residents or that of guests at The Hanger. Local law enforcement may be called if excessive noise is suspected.

**The 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 ensure 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. The PLPOA reserves the right to restrict usage of The Hangar.

**The Homeowner** will be solely responsible for thorough clean up after use of The Hangar and agrees to leave The Hangar in the same condition received, addressing all items listed in Section 3: Cleaning Checklist. This includes, but is not limited to, vacuuming the rooms and returning them to their original condition. All tables and chairs must be put back in their designated storage room. All trash must be disposed of in secure trash bags which shall then be placed in the trash cans (if available) located outside the facility. If cans are full, any overflow trash must be disposed of elsewhere by the Homeowner.

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 Hangar 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 change without notice with the approval of the PLPOA Board of Directors.

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### Section 3: Cleaning Checklist

- *Cleaning supplies, sponges, disposable gloves, etc. under kitchen sink*
- *Replacement trash bags, brooms, dustpan, vacuum, etc. in kitchen closet*

1. Clean both bathrooms:

- wipe down toilets \_\_\_\_\_
- clean toilet bowls \_\_\_\_\_
- wipe down sinks \_\_\_\_\_
- Windex mirrors \_\_\_\_\_

Clean kitchen:

- wipe countertops, stove and sink \_\_\_\_\_
- wipe up floor spills \_\_\_\_\_
- remove items from fridge/freezer \_\_\_\_\_
- unplug coffee maker if used \_\_\_\_\_

2. Clean all tables and chairs used and fold and replace them in the storage room. \_\_\_\_\_

3. Sweep and vacuum all floors. \_\_\_\_\_

4. Mop spills from all areas of all floors. \_\_\_\_\_

5. Clean doors and windows with glass cleaner. \_\_\_\_\_

6. Return thermostat to 78° A/C in the summer and 65° heat in the winter before leaving. Be sure thermostat fan switch is set to "auto". \_\_\_\_\_

7. Empty all garbage cans and replace garbage bags. Only recyclables are to be placed in designated can. **DO NOT OVERFLOW EXTERIOR TRASH CANS. IF TRASH CANS ARE FULL, OVERFLOW TRASH MUST BE DISPOSED OF ELSEWHERE.** \_\_\_\_\_

8. Clean up any trash on "porch" and exterior grounds of Clubhouse. Walk property to pick up any litter, cans, cigarette butts, etc. \_\_\_\_\_

9. Clean up cigarette butts from bucket on front "porch" and dispose of off premises. \_\_\_\_\_

10. Turn all interior lights and fireplace off. \_\_\_\_\_ (Exterior lights turn on/off automatically.)

11. ***Make sure all doors and windows are locked including dead bolts.*** \_\_\_\_\_

12. Return key to lock box at parking lot side door. \_\_\_\_\_

#### **PLEASE NOTE:**

**Failure to leave Clubhouse property and all equipment** in the condition found at the start of the rental, may result in loss of some or all of the security deposit and/or future use of the Clubhouse. Report any damage to Clubhouse facility or equipment, as well as any issues, to the Clubhouse Committee as soon as possible by emailing: [Bbrouillette@carolina.rr.com](mailto:Bbrouillette@carolina.rr.com) . \* ***Please reference "Porter's Landing" in subject line.***

**No hot glue, nails, push pins, tacks, etc. of any kind are to be used on walls.** Scotch tape, blue tac and/or Command hook type products must be completely removed after use. (Push pins/tacks may only be used on the large cork board in the main room. Tape will damage corkboard.)

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- Alcohol Will be served at the subject event
  - Alcohol Will NOT be served at the subject event
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- Checking this box and entering the full name(s) below, the Homeowner(s) acknowledges review and acceptance of the provisions of this Application and Use Contract and agrees to comply with same.

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Homeowner's Signature (typed full name)

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Date

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Homeowner's Signature (typed full name)

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Date

[Click Here toSubmit](#)

Revised 06/21/2021