



**RESERVATION AND POLICIES FOR SEAPATH, INC. LOUNGE AND/OR CABANA
AREAS FOR PRIVATE PARTIES**

Resident Use. Use of the lounge and cabana room is available to all Homeowners and residents. Homeowners and residents may reserve the Lounge or Cabana room for their private party use. Arrangements must be made with the Manager using this Reservation Form, which sets forth homeowners' responsibilities and releases and indemnifies Seapath, Inc. from liability in connection with use of the Lounge or Cabana room.

Impermissible Activities. Weddings are not permitted in the Common Areas. Seapath's Common Area facilities may not be used for any gatherings which allow access to the general public. Commercial activities may neither be carried out nor promoted in these facilities. No endorsement by Seapath, Inc. of any social, political, religious or commercial issue or viewpoint shall be stated or implied in any manner.

Resident's Responsibilities. As acknowledged below, the person requesting a reservation for exclusive use of the Lounge or Cabana room (Homeowner or Resident) must be present and be responsible for:

1. Adherence to NC Fire Code and all Seapath Rules and Regulations.
2. Ensuring that the Resident and the Resident's guests will not create any unreasonable disturbance to other residents, such as excessive noise.
3. Conduct of those using all the Seapath facilities in connection with the party or event, including residents, guests and third-party vendors.
4. Clean-up and disposal of all trash, to the dumpster, after use, and leaving the room/area in the condition the Resident found it.
5. Cost of all damages to the Lounge and/or Cabana areas during the private part or event, or during set up or disassembly of the private party or event, to the extent such damage is caused by the Resident, the Resident's guests, or third-party vendors in connection with the private party or event.
6. Cost of all clean-up to the Lounge and/or Cabana areas following the private party or event.
7. Ensuring all furniture is returned to the original placement.
8. Reporting any damage or non-operational equipment to management office.

Cleaning Deposit. A cleaning deposit of **\$250** is required at the time of making a reservation. No nails, pins, staples, tape or other fastening device is to be used on any walls, ceilings, or floors. The deposit check will be voided and shredded if there is no cleaning or repair cost after the Building Manager inspects the premises following the private party or event.

Alcohol Policies. By signing this form, the Resident agrees that, during the private party or event in the Lounge or Cabana room, no alcoholic beverages will be served to any person under the age of 21 or to any intoxicated person. The Resident agrees to comply with all applicable laws and regulations, including but not limited to the social host liquor liability laws and North Carolina Alcoholic Beverage Control laws. The Resident further agrees that he or she is the host of the private party or event and agrees to accept Host Liquor Liability responsibility for use of the Lounge or Cabana room between the hours listed below, and to hold Seapath, Inc. and its members, officers, directors, committee members, managers, agents, contractors, employees, representatives, successors, and assigns (collectively, the "Released Parties") harmless from any alcohol-related damages, injury or accidents to the Resident and his or her guests.

Personal Property. All personal property brought to the Lounge or the Cabana room in connection with the Resident's private party or event is brought at the sole risk of the Resident reserving the Lounge or the Cabana room as to the property's theft, damage, or loss. The Resident acknowledges and agrees that the Released Parties shall have no liability or obligation to the Resident with respect to, arising from, related to, or in connection with the Resident's reservation and use of the Lounge or Cabana room or the personal property of the Resident or the Resident's guests brought or left in the Lounge or Cabana room.

Release. The Resident reserving and using the Lounge or the Cabana room hereby irrevocably, unconditionally, and forever releases, acquits, quitclaims, and discharges the Released Parties from any and all liabilities, charges, actions, complaints, causes of action, claims, obligations, promises, controversies, damages, suits, proceedings, expenses, and demands of any kind or nature whatsoever, whether currently known or unknown, suspected or unsuspected, currently existing or arising or accruing in the future based upon, arising out of, related to, or connected in any way with the Resident's reservation and use of the Lounge or Cabana room for private parties or events.

Indemnity. The Resident agrees to indemnify, defend, reimburse, and hold harmless, at the Resident's sole cost, the Released Parties for, from, and against any and all claims, losses, costs, damages, judgments, actions, liabilities, obligations, or expenses, which may be threatened against or incurred or undertaken by any one or more of the Released Parties, whether currently known or unknown, liquidated or contingent, currently existing or arising or accruing in the future based upon, arising out of, related to, or connected in any way with the Resident's reservation and use of the Lounge or the Cabana room or any collateral matters thereto, including, without limitations, medical treatment and transportation provided in the event of an emergency.

Miscellaneous. The Resident agrees that the terms of release and indemnity contained herein are intended to be as broad and inclusive as permitted by law. Any provision of this form found to be invalid shall be invalid only with respect to such provision or portion.

I have read and agree to the above regulations, policies, terms of release and indemnity, and all other policies and regulations recorded in the Seapath Rules and Regulations Manual.

Signed: _____ Date: _____

Please circle which room you are reserving: Cabana Lounge

Reserved by: _____ Unit #: _____ Telephone #: _____

Date of Reservation: _____ Hours: From _____ to _____ Number of Guests: _____

Reason for Reservation: _____

Tables and chairs are available for your use. The items will be brought to and removed from the area by Staff during normal hours of operation; however, set up is your responsibility. **Staff will not assist.**

of 54" Round Tables Needed: _____ (3 available)

of 8 Foot Long Tables Needed: _____ (5 available)

of Chairs Needed: _____ (56 available)

150 quart Ice Cooler _____ (1 available)

Portable Coat Rack _____ (1 available)