Tanner Hall Barn Clubhouse Reservation Procedures

The use of the community Barn Clubhouse of Tanner Hall is one of the many benefits and privileges of living in Tanner Hall. The main source of funds for the maintenance/upkeep of the facility is through your annual dues and the fees collected from users. However, the additional costs associated with private events held in the Barn Clubhouse are funded through the usage fee. Each member/property owner is entitled to use the Barn Clubhouse on a first come, first serve basis provided the member's dues are paid in full, the member is in good standing with the Property Owners Association (POA), a valid reservation has been filed, and the following rules and procedures are followed. The Barn Clubhouse is strictly for the social use and benefit of the members of the Tanner Hall POA. It is not for use by any business, organization, public or private entity. In order to use the Barn Clubhouse, **you must be a property owner in Tanner Hall and you must be present for the entire event**.

The fee for the Barn Clubhouse shall be \$250, per reservation, payable to the Tanner Hall POA. The fee is used to pay for housekeeping, defray maintenance, operation, and supply costs. The reservation fee may be waived at the discretion of the board provided the function benefits the community as a whole. The fee shall be paid through your account at <u>Community Association Management</u>.

Please view the BARN CLUBHOUSE CALENDAR on the <u>www.tannerhallpoa.org</u> website to find an available time slot for making your Barn Clubhouse reservations. To book the Barn Clubhouse, please email <u>reservations@tannerhallpoa.org</u> (or use the link on the website) at least 14 days prior to your requested event rental. This will ensure appropriate access and preparation of the space for your event. Please provide your name, Tanner Hall property address, description of event (i.e. birthday party, retirement party, etc.), number of guests (not to exceed 50 people), and the date/time you would like to use the Barn Clubhouse. The POA member assigned to maintain the reservation calendar will typically get back to you within 72 hours to coordinate your request but please allow up at 1 week for reservations to be confirmed. If you are not on the calendar and/or have not received a confirmation email within 1 week, you have not reserved the Barn Clubhouse.

The Barn Clubhouse is not available for rental before 4pm on weekend days and there will be no rentals during federal holidays (or on the weekends they may fall on) in the open pool season. These holidays consist of Memorial Day, July 4th and Labor Day (Holiday + Saturday & Sunday). There will also be no rentals on Thanksgiving Day, Christmas Day or New Year's Eve. The POA Board may utilize the Barn Clubhouse on these dates for POA community sponsored events in order to promote and foster neighborhood relationships.

Reserving the Barn Clubhouse gives you access to the Clubhouse room and the patio area adjacent to the Clubhouse room. Please note, during warmer months the A/C will not work properly or keep the Clubhouse room cool. You acknowledge by signing this rental agreement the A/C will not cool the Clubhouse room. A rental reservation does not entitle private use of the pool, pool deck, or barn breezeway. Members of the POA using the pool during your event have unrestricted access to the restrooms, the pool, and pool deck areas, and the breezeway, so please plan accordingly and do not allow your event to interfere with the right of other members to use the pool facility. All underage gatherings shall be supervised by an adult member (25 or over). Events must be limited to no more than 50 people by fire code. **

Due to SC DHEC regulation 61-51 section C 8(b), the front barn doors cannot be opened during events as a self-closing barrier is required to prevent unauthorized access to the pool. The rear pool gate cannot be propped open at any time. Failure to comply could result in loss of our DHEC pool operation permit and closure of the facility.

The Clubhouse room MUST be returned to clean, ready-to-use condition following your rental. A checklist is provided in the Clubhouse room to assist you when cleaning up after your event. You must complete the checklist before and after your event and sign the form. The completed form should be left in the Clubhouse room for our records. Any damage caused to the Barn Clubhouse or failure to follow established rules or procedures (including, but not limited to, failure to complete all items on the checklist after your event) will result in fines/assessments to reimburse the community to correct the condition.

Please be advised that the Barn & Clubhouse room are under video surveillance at all times.

Tanner Hall Barn Clubhouse Rules

The Barn Clubhouse is a facility for use by Tanner Hall members only. The following are guidelines to ensure the facility remains available and in good condition:

- The Tanner Hall member who rented the Barn Clubhouse must be present for the entire event.
- Do not tape, staple, or glue anything to any surface within the Clubhouse room or on the outside walls. Pushpins may be used on non-painted wood surfaces in the open air breezeway area outside the Clubhouse room, provided they are removed following your event. Utilize the hooks installed in the door casings if it is desired to hang items over the windows and doors. Do not fasten any decorations to any light fixtures or other decor.
- Return ALL furniture to the original location it was found in the Clubhouse room. Please carry, don't drag any furniture, to avoid damaging the wood floors. Any folding tables and chairs utilized for your event must be returned to the storage closet.
- NO helium balloons are permitted at any time. Non-buoyant/non-helium filled balloons may be used. Loose balloons become entangled in the ceiling fans and damage the motors which are expensive and difficult to replace.
- There is NO cooking allowed at any time on the pool deck. Grills are permitted in the parking lot only.
- Do not leave anything in the sink, refrigerator, freezer or dishwasher at the conclusion of your event.
- Parking must be in the Barn Clubhouse parking lot only. NO parking in the circle in front of the barn or on grassy areas. Parking is for residents and guests and is used on a first come, first serve basis.
- Ensure that ALL doors are locked completely when leaving:
 - ✓ Front & rear doors to the Clubhouse room
 - ✓ Front barn sliding doors closed & padlocked
 - ✓ Storage closet sliding doors closed & padlocked
- Smoking is NOT permitted at any time within the Barn Clubhouse, the barn breezeway, or the pool deck area. Smoking is permitted in the parking lot only.
- Maximum Barn Clubhouse rental capacity is **50** persons per the fire code.
- NO pets allowed in the pool, barn, or Clubhouse areas at any time.
- All trash from your event must be transferred to the city provided trash cans within the fenced area next to the barn at the conclusion of your event.
- Bands / DJs / Music
 - ✓ No outside music is permitted after 10:00 pm. Please be respectful of your neighbors in regards to the volume of your music, regardless of the time of day and follow established city noise ordinances.
 - ✓ All Barn Clubhouse doors shall remain closed during music after 10:00 pm. All music shall stop at midnight.

Events will not begin prior to 4:00 pm on weekends and shall end no later than midnight. The Barn Clubhouse is to be completely vacated by midnight. Your reserved time is the only time that you personally have the Barn Clubhouse; that does not allow you to drop off items early or clean-up late. There are no exceptions. Please be respectful of other residents that may have an adjacent reservation. **If you need to cancel your reservation** for any reason after booking, the reservation manager or POA Board must be notified within 24 hrs of the planned event to qualify for a full refund of your rental fee.

These rules are subject to revision at the discretion of the Tanner Hall POA Board.

By paying your usage fee, you have agreed to abide by the above policies.

FAILURE TO COMPLY WITH THESE, AND OTHER SPECIFIC ITEMS WITHIN YOUR BARN CLUBHOUSE RESERVATION CONTRACT WILL RESULT IN ASSESSMENT OF FINES AND FOREITURE OF FUTURE BARN RESERVATION RIGHTS.

Tanner Hall Barn Clubhouse Reservation Contract

The following contract is assumed upon making a reservation between the Tanner Hall member reserving the Barn Clubhouse for any function/event at 6975 Tanner Hall Blvd, Hanahan, SC 29410 and the Tanner Hall POA:

- The Tanner Hall Barn Clubhouse is strictly for the social use and benefit of the members of Tanner Hall. It is not for use, at any time, by a business of any type.
- In order to rent/use the Barn Clubhouse, you MUST be a property owner of Tanner Hall, and you MUST acknowledge that you will be present for the entire event. All underage gatherings shall be supervised by an adult member (25 or over).
- In order to rent/use the Barn Clubhouse, you agree to follow the Tanner Hall Barn Clubhouse usage rules and to pay any assessments/fines for deviation from the usage rules within 30 days of notification of levied assessments/fines. These rules are subject to revision at the discretion of the Tanner Hall POA Board.
- Payment for rental/usage of the Barn Clubhouse shall be made in the amount of \$250 payable to the Tanner Hall POA through <u>Community Association Management</u>.
- You agree to hold harmless the Tanner Hall POA should circumstances arise where the barn facilities may not be available for use for your event due to a maintenance issue, scheduling error, or other unforeseen issue. Your reservation fee shall be refunded under this condition or your event rescheduled to another agreed upon date and time.
- Payment of assessments/fines are to be submitted to <u>Community Association Management</u>. Assessments not paid within 30 days shall be added to your annual Tanner Hall POA dues and you may not reserve the Tanner Hall Barn Clubhouse until your account is paid current.

Assessments/fines shall not be levied if:

- Attached cleaning checklist is completed in full and signed off by person(s) who assumes this contract. The Barn Clubhouse will be checked by the Barn Clubhouse Coordinator, Board Member or designee after each event to ensure compliance.
- The Barn Clubhouse is returned to its original condition.
- The Barn Clubhouse and surrounding area is a smoke-free environment. There is NO smoking within the Barn or the Clubhouse room. Smoking is permitted in the parking lot provided all trash is removed.
- There are no overnight stays allowed in the Barn Clubhouse.
- Food may not be cooked on the pool deck or patio. Grills may only be used in the parking lot.
- Do not leave any food in the Barn Clubhouse overnight to include the refrigerator or freezer.
- All decorations must be removed at the conclusion of the event.
- A Barn Clubhouse reservation is NOT a reservation for the pool. If you intend to use the pool, please respect the rights of other members utilizing the pool during your event. Events shall be limited to no more than 50 guests and shall be confined to the Barn Clubhouse and patio area adjacent to the Barn Clubhouse (on South side of barn).
- Failure to comply with any of the above conditions may result in assessments/fines by the Board or their designee.

By renting/using the Barn Clubhouse, you assume all responsibility, risks and liabilities caused by or incidental to you and your guests' activities (including, but not limited to, use of the pool and/or the serving or consumption of alcoholic beverages) and you hereby agree to indemnify, hold harmless, release and forever discharge the Tanner Hall POA, its officers, directors and members from any and all costs, claims, causes of action and liability (including attorney's fees) for personal injury or death or damage to or destruction of personal property arising therefrom.

Tanner Hall Homeowner

Date

General Tanner Hall Barn Clubhouse Information

Barn Clubhouse Address:

6975 Tanner Hall Blvd Hanahan, SC 29410

2023 Clubhouse Coordinator:

Piper Crockett

Contact Information:

For Reservations: <u>reservations@tannerhallpoa.org</u> Piper Crockett - 843-437-1962

For Lock & Access Issues: security@tannerhallpoa.org Walter McCants can be reached for key FOB and access issues at 843-532-5857

Emergency Contact:

For Barn / Clubhouse / Pool related emergencies contact the following:

Hanahan Police/Fire/Ambulance: 9-1-1 or 843-747-5711

Property Management / Barn Fee Accounting Contact:

Community Association Management, Inc

Resident Services: 803-251-9537 or CSR@CommunityAssociationManagement.com

https://chmg.cincwebaxis.com/tannerhall

P.O. Box 79032 Charlotte, NC 28271-0030 Phone - (803) 251-9537 Email - CSR@CommunityAssociationManagement.com

Tanner Hall Barn Clubhouse Key Card Entry & Locks

Access to the Barn Clubhouse will be via key FOB or keycard entry. Members using the Barn Clubhouse will receive with their electronic confirmation of their reservation instructions for accessing the Clubhouse using their assigned key FOB or instructions for picking up an access card. When using the key FOB, it will be programmed for the day of your event only. All lock keys for the Barn Clubhouse are no longer effective. If you have not received your key FOB or Card, please contact <u>security@tannerhallpoa.org</u>.

Key Card/FOB Entry Directions:

The card reader is located to the right of the Barn/kitchen Clubhouse front door and operates similarly to the rear barn door and pool gate readers. However, your normal key FOB/card is not programmed to open the Clubhouse front door unless specifically programmed for your reservation.

Present your key FOB or card to the Clubhouse door reader. The light will change to green indicating the doors are unlocked if you have been granted access. The doors will remain unlocked until a valid key FOB is presented again to lock the doors. If the reader remains red, your card has not been programmed for the kitchen/Clubhouse and you are not permitted access. When your event is done and it is time to relock the door, present you key FOB to the reader again and the reader light will turn red indicating the lock has been reactivated. Please verify the kitchen doors are secure.

Access to the Barn Clubhouse will be enabled for the date it is reserved, but may be limited to the actual time for which you have the Barn reserved, access prior to the event for set up is on an exception basis unless confirmed with <u>reservations@tannerhallpoa.org</u>.

Your access terminates at midnight on the day of your rental. If your event should run past that time or when cleaning up, take care to not lock yourself out. After midnight, leave the door open or ajar until you are ready to leave.

Should the doors become locked while you are in the Clubhouse, press the "Press to Exit" button to the left of the front doors. Note that a key card may be required to relock the doors as they will remain in the unlocked state until commanded to lock by an authorized key FOB.

For access to the storage room containing the additional tables and chairs, locate the key hanging in the kitchen. Use the key to unlock the padlock and return the key to the storage hook when not in use. Lock the padlock when your event has finished.

Due to SC DHEC regulation 61-51 section C 8(b), the front barn door cannot be opened during events as a selfclosing barrier is required to prevent unauthorized access to the pool. The rear gate cannot be propped open at any time. Failure to comply could result in loss of our DHEC pool operation permit and closure of the facility.

The exterior doors on the South side of the kitchen to the patio can be opened from the inside. To lock, pull the doors closed. Lift up on BOTH the left and right handles to engage the locks and then turn the lock knob to secure the doors. Please verify the doors are locked before leaving.

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of injury that exists while participating in TANNER HALL BARN RENTAL (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge TANNER HALL PROPERTY OWNERS ASSOCIATION, located at 6975 Tanner Hall Blvd, Hanahan, South Carolina 29410, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize Tanner Hall Property Owners Association to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Tanner Hall Property Owners Association official or agent, regarding my approval to participate in the Activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Tanner Hall Property Owners Association AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Tanner Hall Property Owners Association FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Tanner Hall Property Owners Association, its agents, and employees.

I agree that this Release shall be governed for all purposes by South Carolina law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, ______ and Tanner Hall Property

Owners Association agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact Contact Relationship Contact Telephone

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Participant's Name:		
Participant's Address:		

Signature:

Date:

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I HEREBY CERTIFY that I am the parent or guardian of ______, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name:	
Relationship to Minor:	
Signature:	

Date: