



RULES, REGULATIONS & FEE SCHEDULE

Resident Lounge/Pool Area/Roof Deck

Residents

The following Rules, Regulations and Fees are effective as of November 15, 2013, and this Agreement will be binding for Resident Lounge of Phase I or Phase II/Theater Room/Roof Deck of Phase I (Common Area) reservations and use by Residents.

1. **Resident as Host:** Residents only may reserve one of the Common Areas for private use. Such Resident must be present at all times throughout the function for which the area is reserved and must be the primary host of the event. Residents may not reserve this area on behalf of a third party.
 2. **Account Must Be Current:** The Common Areas may not be reserved if rent and/or other sums due to the Winston Factory Lofts by the Resident are not current.
 3. **Reservation Deposit / Cancellation Policy:** Residents reserving any of the Common Areas must sign a Reservation Agreement prior to occupying the premises. A reservation deposit is required and is payable (by personal check) in advance, upon reservation. This deposit will be refunded barring any charges for rule violations, cleaning, or damages following a post-event inspection. Reservations will be available on a first-come, first-serve basis. The Common Area may or may not be closed to all other Residents during this reservation period, depending on the circumstances.
 - A refundable security deposit of \$200.
 - The Common Areas are not available for private parties on major holidays, sporting events or other specified days as determined by management.
 - Common Area occupancy may be monitored by building security throughout the event.
 4. **Fitness Room:** The Fitness Room is not available for private use. It is for the use and enjoyment of all Residents and will be available for the use of others during Common Area events.
 5. **Approved Functions:** Events may include, but are not limited to: Parties (Birthday, Retirement, Promotion, Engagement), Bridal Showers, Baby Showers, Corporate (Training, Sales Meetings), Charity & Fundraising Breakfasts or Luncheon, Family Reunions, Sporting Events, etc. Acceptance of reservations is at the sole discretion of management.
- It is agreed that neither a Resident nor any of their guests will utilize the Common Areas for any purpose or undertake any activity; which might be considered as in violation of city, state and/or federal laws and ordinances.**
6. **Guest Parking:** No guest parking is available at Winston Factory Lofts during private functions. Your guests will need to find parking on the nearby streets or in nearby parking lots.
 7. **Building Access:** All guests must enter the building via the main entrance where the call box is located. Residents will be responsible for providing access as guests call hosts from the call box. At absolutely no time should the front doors or any doors on the property be propped open for access.



8. Alcoholic Beverages: Alcoholic beverages may not be served to minors or intoxicated persons anywhere on the property at Winston Factory Lofts. Under North Carolina law, a host of any social event or business function where alcoholic beverages are served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from the host's negligence in allowing any intoxicated guest or attendee to be served alcohol. Such liability may include harm to the intoxicated individual himself and also harm to total strangers involved in automobile accidents, etc. caused by that intoxicated individual. Minors are allowed to attend only family functions and special events under the supervision of an adult owner or guest. **Winston Factory Lofts will not assume any responsibility for the control of minor children or the consumption of alcohol on the property.** It is a violation to permit or knowingly allow a person less than 21 years of age to purchase, possess, or consume liquor, beer or wine on the premises.

9. Smoking: No smoking is permitted inside the common areas of the building at any time. Smoking is permitted outside around the Pool Area or in the Smokestack Courtyard of Phase II. In addition, candles will not be permitted in the Resident Lounge or Roof Deck at any time.

10. Music: Music, and/or any other noise, must be kept at a level that cannot be heard in surrounding areas of the building. The host will be responsible for seeing that there are no loud noises from the guests either coming to or leaving each function. The host must comply if asked to reduce the noise by another resident or building security. **No live bands or DJ's are allowed.**

11. Decorations: In order to ensure the interior of the Resident Lounge and adjoining areas are kept in good condition, all areas will be carefully inspected after each function.

- Tacks, nails, tape or other types of adhesive on the clubroom walls are not permitted. This includes placement of banners, signs, balloons, or other decorations.
- If any marks, blemishes, or holes are detected on the walls after your function, a deduction will be taken from the reservation deposit for repair and painting of the damaged area.
- Remove all balloons, signs, posters, and any other decorations upon completion of your event.
- No decorations, balloons, signs, etc. are to be posted outside of the reserved space.

12. Cleaning of Premises: The Resident who reserves the Common Area will be responsible for the clean-up of these areas and any other areas used, including all furniture, fixtures, equipment, restrooms, common areas and floors immediately after the function ends.

- All food and drink items must be removed from the Common Area premises, including inside the refrigerator, stove, microwave, and on counter tops.
- All trash and garbage bags must be removed by user and taken directly to the building dumpster located in the gated parking lot. Do not leave trash/garbage in the kitchen, club room or common areas of the building. Replace the trash bag with a new one.

13. Kitchen Equipment: All kitchen equipment is to be cleaned thoroughly. Please ensure that refrigerator is emptied and wiped clean; dishwasher is emptied and dishes stored in cabinets, and sink and counter tops are sanitized. Please do not remove any equipment, glass or dishware from the Resident Lounge.

14. Damage: The Resident will be responsible for the repair or replacement of any damage done to the reserved areas, or its furniture, fixtures or equipment. No furniture is to be removed from the Common Areas at any time, whatsoever. The reservation deposit is refundable at the sole discretion of



management. However, this deposit does not limit the liability of any damages, claims, or losses that may arise out of this Agreement.

15. City Codes: All applicable city and fire codes apply.

16. Occupancy Limit: Winston Factory Lofts may set a limit on guest occupancy. No more guests than the fire code permits are allowed at any function.

17. Conduct: Abuse, excessive noise, unruly behavior and deliberate damage will not be tolerated. Private parties or functions which result in the infraction of any items specifically noted in this Agreement, and/or any City, County or State laws will be subject to further penalties including, but not limited to, full legal recourse.

18. Violation: Management, at their sole discretion, will determine violations of these rules. Violations will subject the Resident to any corrective or enforcement action authorized by Winston Factory Loft’s governing documents or by law, and penalties may include, without limitation, the loss of use rights for the Common Areas for a period of one year.

19. Assumption of Risk: The Resident will assume full responsibility for any and all accidents or claims that may arise as a result of any accident or for any other reason in connection with the function or reservation of the Common Area by the Resident and as such shall agree to hold harmless and Winston Factory Lofts and its employees completely.

20. Duration of Event: The Common Area may be reserved for a maximum of 3 hours. Events that take place Sunday through Thursday must conclude by 10:00 pm. Events that take place on Friday or Saturday must conclude by 11:00 pm.

DIRECTIONS: Please execute this **RULES, REGULATIONS AND FEE SCHEDULE** below and complete and sign the attached **RESERVATION AGREEMENT**. The completed reservation agreement; along with the required fees, are to be delivered to management. Retain a copy of all documents for your information.

Make all checks payable to:

Winston Factory Lofts

Deliver To:
Management
(336) 703-5050

We will retain your security deposit and return it to you if no damage or infraction has occurred.

Resident’s Signature

Date

Unit Number

Printed Name

Winston Factory Lofts
675 North Main Street
Winston-Salem, NC 27101
888-my-336-LOFT toll free | 336-703-5050 phone | 336-703-5010 fax





COMMON AREA RESERVATION AGREEMENT

I hereby certify that I have read and agree to abide by all the Rules, Regulations and Fees as outlined in the schedule provided.

I have reserved the:

Resident Lounge in Phase 1/Resident Lounge Phase 2/Theater Room/Roof Deck Phase 1 (circle one) for _____(date).

Type of function:_____.

Number of persons attending:_____(Maximum 25 people).

The function will be from _____ to _____.
(Time) (Time)

(Sunday-Thursday no later than 10:00 pm, Friday or Saturday no later than 11:00 pm)

Clean up should be concluded within one hour after the end of the event.

Home / Cell Phone (____)_____

Note any other necessary information: _____

Print Name

Unit # and Phase

Resident's Signature

____/____/____
Date Signed

Security Deposit Received: \$_____
Amount

____/____/____
Date

Check No.

Post Inspection Comments:

