Resident Lounge Rules and Regulations

The following Rules, Regulations and Fees are in effect as of May 1, 2017, and this Agreement will be binding for Resident Lounge.

1. **Resident as Host:** Residents only may reserve one of the Common Areas for private use. The 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.

3. **Reservation Deposit / Cancellation Policy**: Residents reserving the resident lounge must sign a Reservation Agreement prior to occupying the premises. A reservation deposit of $100.00 is required and is payable (by personal check or money order) in advance, upon reservation. Reservations will be available on a first‐come, first‐serve basis. The Common Area may be closed to all other Residents during this reservation period. **Common Area Occupancy may be monitored by the Capitol Lofts Management Team at Any Time.**

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, and Engagement), Bridal Showers, Baby Showers, etc.

**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: There is no guest parking available at 390 Capitol Lofts. Your guests will need to find parking on the nearby streets or in nearby parking lots. Unauthorized vehicles will be towed at owners’ expense.**

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**. There is to be absolutely no roaming in the hallways or common areas. 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 390 Capitol Lofts. 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. Persons under the age of 18 are allowed to attend family functions and special events under the supervision of an adult owner or guest. 390 Capitol Ave. LLC/HallKeen Management, Inc. will not assume any responsibility for the control of household members under the age of 18 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:** Smoking is not permitted inside the common areas of the building at any time, the property or premises includes the parking lots. In addition, candles or open flames will not be permitted in the Resident Lounge.

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 resident 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 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 fee will be assessed and billed to the resident’s account in excess of the 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. 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. 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:** 390 Capitol Lofts may set a limit on guest occupancy. No more than 20 persons are allowed in the resident lounge.

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 390 Capitol Lofts governing documents or by law, and penalties may include, without limitation, the loss of use rights for the Common Areas indefinitely.

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 390 Capitol Lofts and its employees completely.

20. **Duration of Event:** The Common Area may be reserved for a maximum of 4 hours. Events that take place Sunday through Thursday must conclude by 9:00pm. Events that take place on Friday or Saturday must conclude by 10:00pm.

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 fee, is to be delivered to management. Retain a copy of all documents for your information.

Make all checks payable to: 390 Capitol Lofts.

Deliver To: Leasing office.

Resident’s Signature:

Printed Name:

Date:

Apartment:

RESIDENT LOUNGE RESERVATION AGREEMENT

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

I have reserved the: Resident Lounge for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(date).

Type of function: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Number of persons attending :\_\_\_\_\_\_\_\_( Maximum 20 people).

The function will be from \_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (4 hour time limit). (Sunday-Thursday no later than 9:00 pm, Friday and Saturday no later than 10:00 pm)

Clean up should be concluded promptly after the end of the event.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Resident Signature Date Signed \_\_\_/\_\_\_/\_\_\_\_

Management Signature Date Signed \_\_\_/\_\_\_/\_\_\_\_