

Guidelines For
PRIVATE FUNCTIONS

Clubhouse/Magnolia Island/River Cabin & Wm. Bull Park

1. **APPROVAL OF FUNCTION:** The POA Board of Directors may authorize private functions at the above facilities as long as they are appropriate and do not significantly interfere with normal Bull Point activities.
2. **SPONSORING:** All private functions must be sponsored by a member in good standing (with no delinquent dues or outstanding violations).
3. **EXCLUSIVE USE OF FACILITY:** If approved by the POA Board of Directors, a private function will result in closure of part or all of the facility to the general membership and give exclusive use of part or all of the facility to the sponsoring member.
4. **FREQUENCY of SPONSORSHIP:** Each member* can sponsor at least one private event per calendar year (*one member per lot). The POA Board or its designee can approve additional events for members at its discretion.
5. **RESPONSIBILITIES:** The sponsoring member must be present for the entire duration of the function and is fully responsible for all damages or liabilities created by their guests and service providers (caterers, tent suppliers etc.)
6. **RESERVATIONS:** All reservations will be on a first come, first served basis. Reservations must be made at least 10 days prior and up to a maximum of 12 months in advance. If the requested reservation date is not approved by the POA Board of Directors or its designee, the sponsoring member will be notified to select an alternate date.
7. **DURATION:** The function, excluding set-up and clean-up time, can be no longer than 8 hours and end no later than 10pm.
8. **SET-UP/CLEAN UP:** On-site preparations can begin no earlier than 24 hours before the function and clean-up including removal of any tents must be completed within 24 hours after the function ends. The total event time including all set-up and clean-up time, however, must be less than 36 hours. The facility must be returned to the condition prior to the event. Sponsoring member is responsible for clean-up. A maximum of 5 large garbage bags can be disposed of in the Bull Point trash dumpsters. Any garbage in excess of this amount must be removed from Bull Point by the sponsoring member.
9. **GUEST LIST:** A list of non-member guests and service providers must be given to the security gate at least 24 hours in advance of the event. Service provider vehicles will be subject to applicable gate fees.
10. **GUEST PARKING:** Parking at Bull Point is limited to the number of designated parking spaces available at the facility. Appendix B lists the parking spaces available per venue. Parking is not permitted on Bull Point roadsides or facility driveways. If a private function requires additional parking, the sponsoring member must provide shuttle

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van or cart transport to/from off-site parking and provide a parking attendant(s) to direct guests to these sites. The sponsoring member must contact Bull Point Security at least 2 weeks in advance to arrange such parking plans.

11. **AFTER-HOURS SECURITY:** If the duration of a private function exceeds the security gate hours, the sponsoring member must arrange for additional gate coverage with Bull Point Security. All costs associated with such coverage are the responsibility of the sponsoring member.
12. **NOISE PRODUCING ACTIVITIES:** Bands, recorded music, amplified public address systems and other noise producing activities should not exceed a reasonable decibel level. For outdoor venues, speakers must also be directed away from residential properties.
13. **DAMAGE TO ENVIRONMENT:** Any private function utilizing outdoor areas must take all reasonable precautions to minimize damage to trees, shrubs and grass areas. This includes not only the grounds surrounding the venue but also includes all private and common areas of Bull Point. All costs incurred by Bull Point Maintenance to repair such areas will be the responsibility of the sponsoring member.
14. **REST ROOMS:** Due to the limited number of rest rooms available, functions at the River Cabin may require the use of supplemental portable toilets. It is suggested there be a supplemental restroom for each 25 guests exceeding 50. For all private functions at **all venues**, the sponsoring member will be responsible to keep all restrooms clean and replenish supplies during the duration of the event.
15. **CLEAN-UP/RENTAL FEES:** Clean-up/Rental fees will vary with the venue used and the size of the function. **Appendix A** delineates the fee structure. The fee will be due at least 7 days prior to the event. The rental agreement (Appendix C) must be completed and signed to begin the reservation process. The rental agreement, however, is not required for functions for which no Clean-up/Rental fee is charged.
16. **CANCELLATION:** In the event a function is cancelled 5 days or less before the date, any fees paid will be forfeited.
17. **CODE OF CONDUCT:** Any and all actions of attendees shall be the sole responsibility of the sponsoring member. The cost of any and all damages to the facility or its contents as the result of the function will be due and payable from the sponsoring member within 10 days after written notice of such costs. Additional penalties may be imposed at the discretion of the POA Board of Directors.
18. **EXCEPTIONS:** Any exceptions to the above rule may be made by the POA Board of Directors if and when circumstances warrant. Additional rules and changes to the above may be made by the POA Board of Directors as the need arises.

APPENDIX – B

PARKING SPACES AVAILABLE FOR PRIVATE EVENTS

<u>Venue</u>	Parking Spaces Available <u>for Functions</u> (see Notes 1 and 4 below)
Clubhouse	40
River Cabin	10
River Cabin & William Bull Park	(see Note 2 below)
Magnolia Island	(see Note 2 below)

Notes:

1. Please note that all the Clubhouse Parking Spaces will not be allocated to a private function. This will allow Property Owners access to the amenities not part of the reserved private function (tennis courts, pool, etc.)
2. Events at Magnolia Island or the River Cabin and William Bull Park can also utilize up to 35 parking spaces at the Clubhouse provided no other functions are occurring at that time.
3. Please note the Parking Spaces available also must accommodate Service Providers (caterers, DJ, etc.) which may further limit those remaining for the attendees of the event.
4. If the event requires more spaces then listed above, then the sponsoring member must arrange with Bull Point Security for additional parking off-site. Further, the sponsoring member must provide parking attendants to direct guests to such parking as well as supplying transportation to/from the off-site location(s) to the event.

APPENDIX - A

**PRIVATE FUNCTION
CLEAN-UP/RENTAL FEE SCHEDULE**

<u>Venue</u>	<u>No. of Attendees</u>	<u>Clean-up/ Rental Fee</u>
Clubhouse Library/Conference Room*	1-30	No Charge
Clubhouse Main Room *	1-50	\$25
Clubhouse Main Room (>6 Hours)**	1-75	\$75
Clubhouse Main Room (>6 Hours)**	76-100(Max)	\$150
River Cabin & Wm Bull Park	1-30	\$25
River Cabin & Wm Bull Park	30-100(Max)	\$75
River Cabin & Wm Bull Park*** (If outdoor tents are used for the event)	1-100(Max)	\$250
Magnolia Island	1-30	\$25
	31-75(Max)	\$75

* Total event time must be 6 hours or less including set-up and clean-up time

** Total event time of up to a maximum of 36 hours including all set-up and clean-up time

*** Tents can be set up no earlier the 24 before the event and removed no later than 24 hours after the event ends.

Please Note:

1. Any time a Property Owner **reserves** an amenity it will be considered a **Private Function** subject to the above fees.
2. In addition, any property owner function at a Bull Point amenity attended by 10 or more outside guests and not open to all Bull Point Property owners will also be considered a **Private Function** and subject to the above fees.
3. The sponsoring property member is responsible for any and all damages and must be in attendance during the entire event.
4. The maximum number of event attendees is limited not only by the size of the facilities but also by the available parking space. (see details on available parking in Appendix B)
5. If the duration of the event exceeds the Security Gate normal hours, the sponsoring member must arrange for additional gate coverage. All costs associated with such extended coverage are the responsibility of the sponsoring member.
6. The Pool area is no longer available for any private function.

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PRIVATE FUNCTION RENTAL AGREEMENT

PROPERTY OWNER (SPONSOR)

ADDRESS _____

TELEPHONE (HOME) _____ (CELL) _____

VENUE REQUESTED _____

DATE OF FUNCTION _____

TYPE OF EVENT _____

HOURS OF EVENT _____

NUMBER OF GUESTS _____

APPROXIMATE NUMBER OF GUEST/SERVICE PROVIDER
PARKING SPACES NEEDED _____

CLEAN-UP/RENTAL FEE PER APPENDIX A \$ _____ (Please enclose check)

SPONSOR

DATE

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PRIVATE FUNCTION USE AGREEMENT

TERMS AND CONDITIONS

CLEAN-UP/RENTAL FEES: Fees will be determined for the event and will be payable to Bull Point POA. Total fees for rental will be due no later than 7 days prior to the event.

CANCELLATION POLICY: Cancellation of event must be made no later than 5 days prior to the event. If this policy is violated, the Clean-up/Rental Fee will be forfeited.

CHANGE OF EVENT PURPOSE: The purpose and sponsor of the event may not be changed without filing a new agreement. Forfeiture of fees paid may result.

GUEST LIST: If non-residents are attending the event, a guest list must be provided to Security 36 hours prior to the event.

PARKING ATTENDANT – For those events requiring off-site parking, the sponsoring member must arrange an approved parking plan with Bull Point Security and provide the name(s) of the parking attendants at least two weeks prior to the event. Failure to do so may result in cancellation of event and forfeiture of the fees paid.

CODE OF CONDUCT: Any and all actions of attendees shall be the sole responsibility of the undersigned sponsor. The cost of any and all damages to the facility or its contents as the result of the function will be due and payable from the undersigned within 10 days after written notice of such costs. Additional penalties may be imposed at the discretion of the POA Board of Directors.

POLICY STATEMENT: I have read and understand the Rules and Regulations pertaining to Private Functions at Bull Point Plantation.

RISK OF LOSS AND INDEMNIFICATION: The undersigned Sponsor understands and agrees to assume any and all risks associated with use of the facility and further agrees the Bull Point POA, employees or its agents may not be held liable for any occurrence in connection with the use of the facility which may result in injury or damage to persons or property. Accordingly, the sponsor agrees to indemnify and hold harmless the POA and its agents, for all expenses and costs including attorneys

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fees and disbursements incurred in the enforcement of this agreement or asserting or defending its rights in any claim, cause of action and/or damages which may arise from the use of the facility by the property owner, its guests and/or invitees.

I understand that if any of the conditions/terms of this agreement are violated, I may lose further private use of Bull Point Facilities.

*** Reminder: The facility must be returned to the condition prior to the event. The sponsoring member is responsible for clean-up.**

SPONSOR

DATE