

### **EXHIBIT A**

# **General Policies and Operational Guidelines for all Canopy Room Rentals**

All room rentals will abide by these General Policies and Operational Guidelines (the "Policies") as set forth and approved by the Canopy Realtor® Association Board of Directors.

These Policies apply to rentals by both member and non-member companies and organizations.

The organizations affiliated with the Canopy Realtor® Association (the "Association") are the Canopy Housing Foundation, Canopy Real Estate Institute and Canopy MLS.

For the purpose of these Policies, a real estate brokerage firm (a "Firm") is defined as the entity under which associated parties list, buy, sell, exchange or invest for a principal on a commission basis without having title to the property.

The Association does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation or military status and shall refuse to rent to any group that does or attempts to discriminate on any of these bases.

#### I. Policies

All renters/rentals must comply with the following:

- (a) Education/information session topics must not (in the sole opinion of Association staff) conflict with or be in direct or indirect competition with any program, publication or activity provided by the Association or any of its affiliated organizations.
- (b) Education/information sessions may not be used for real estate brokerage recruitment or to sell real estate industry products or services unless otherwise permitted by these Policies or by express written consent of the Association. Companies and organizations that license data from Canopy MLS are permitted to sell and promote usage of their products and services.
- (c) Members of the either the Association or Canopy MLS who wish to rent space at the Association must be in "good standing", meaning the member must be in compliance with all membership obligations, including but not limited to, all financial obligations and must not currently be subject to any form of sanction, suspension or disciplinary action. A renter who is not a member of either the Association or Canopy MLS but who is a professional in a related industry (e.g., loan officers, attorneys, home inspectors), must be in "good standing," as defined herein, with their regulatory body and/or professional trade organization.

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- (d) The Association may, in its sole discretion, choose whether to advertise a scheduled education/information session through Association communication channels. Firms renting rooms for closed training or internal meetings may only advertise to the agents in their Firm.
- (e) Prior staff approval is required for any advertising and promotion of the rental. Promotional materials, including but not limited to flyers, emails, signs, and invitations should be submitted to Canopy staff for written approval prior to dissemination.
- (f) Renters must not give the impression, expressly or by implication, that they have been endorsed by or are offering a program in conjunction with the Association, Canopy MLS, Canopy Real Estate Institute or Canopy Foundation. Renters must refrain from communicating the location of their event as being held at one of the entities listed herein and must, instead, use the following broad language when communicating the event location to attendees:

Event location: Canopy Building or The Canopy Building 1120 Pearl Park Way Charlotte, NC 28204

Advertising materials should include the following disclaimer: "Event not sponsored or endorsed by Canopy Realtor® Association or any of its affiliates."

- (g) Parking is available in the adjoining parking deck. Canopy is not responsible for any damage or theft to vehicles or vehicle contents.
- (h) The Canopy Building is a smoke-free environment. Use of tobacco of any kind, whether smoking, chewing or vaping, is strictly prohibited in any area outside of the single designated area located beside the building adjacent to Greenwood Cliff. Smoking is expressly prohibited in all other areas.
- (i) All sponsors and vendors associated with a rental must be listed on the rental request form and approved prior to the rental.

#### **II. Prohibited Room Rentals**

Prohibited rentals include, but are not limited to, the following:

- (a) Rentals for the purpose of real estate brokerage recruitment, though real estate brokerages may sponsor select Association, Canopy Housing Foundation or Canopy Real Estate Institute events;
- (b) Rental events/programs by any entity deemed by Association staff to be in direct or indirect competition with any program, publication, service or activity of the Association or its related organizations;
- (c) Rental events/programs that may be perceived, by Association staff, as likely to diminish the value of a Realtor; \*
- (d) Rental events/programs that promote or facilitate the completion of any real estate transaction without the use of a Realtor® or that promote the omission of the Realtor® from the real estate transaction. Such types of transactions include, but are not limited to, transactions relating to the purchase, sale, rental, lease, exchange or investment of property;

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- (e) Rental events/programs which make reference to or which promote pornography, religious or political causes or any other matters that may be deemed, by Association staff, to be offensive, discriminatory, vulgar or obscene or that are prohibited by law;
- (f) Rental events/programs that promote the sale of For Sale By Owner properties:
- (g) Rental events/programs that are offered to the general public and which focus on home buyer/seller education. For example, a mortgage seminar offered to the general public which includes a presentation by a Realtor® Member of a Realtor® association is prohibited;
- (h) Room rental events/programs that promote materials, products, or services deemed by Association staff, in its sole discretion, as inappropriate for any reason.

#### III. Disclaimer and Limitation of Liability

- (a) Renters shall comply with all local, state and federal laws, rules, ordinances and regulations.
- (b) The Association, at its sole discretion, reserves the right to reject or cancel any room rental or rental request at any time, for any reason, with or without prior notice to the renter.

#### IV. Miscellaneous

- (a) "Realtor" is a federally registered collective membership mark that identifies a real estate professional who is a member of the National Association of Realtors and subscribes to its strict Code of Ethics. When used, the first "R" in the word Realtor must be capitalized and the federally registered collective membership mark must follow the word with each and every use.
- (b) Association staff will interpret and enforce these Policies. Furthermore, the Association reserves the right to alter or amend these Policies at any time, for any or no reason, with or without notice to the renter.
- (c) The overall management of room rentals shall be conducted under the supervision of the Association CEO with the day-to-day operations carried out by Association staff.
- (d) The Association Education Advisory Group (the "EAG") may provide guidance and recommendations to the Association staff regarding room rentals. The EAG has the authority to recommend but not the authority to establish, policy.
- (e) Renters are permitted to use signage on easels or signage appropriate for table tops. Signs may only be placed directly outside of the rental room. No signage is allowed on the building exterior (including exterior doors) or on the outside grounds of the property.
- (f) The Association and Canopy Real Estate Institute follow Charlotte-Mecklenburg School inclement weather closings and delays schedule. In the event of a closure or delay on the day or at the time of a scheduled rental, renters may, (1) reschedule for a later date, based upon room availability, or (2) request a refund.

For questions or more information about our rental space, please contact David Frale	y
704-940-3122 or dfraley@canopyrealtors.com.	

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## Room Rental Rates, Room Descriptions and Options

Room rentals are based on availability and must comply with the Canopy Realtor® Association Room Rental Policies and Operational Guidelines for all Room Rentals.

At this time, rentals are only available Monday-Friday 8:30 a.m. – 5:00 p.m. Rooms may be reserved for a half or full day. Set up and clean up time should be factored into the total time requested for the room rental. Generally, room rentals of four (4) hours or less are considered half day rentals and, rentals which last for more than four (4) hours are considered full day rentals.

A rental will be considered a full day if the hours requested will prevent the room from being used for another rental that same day, (e.g. a rental from 11 a.m. to 2 p.m. will be considered a full day rental).

All sponsors associated with the rental or event must be listed on the *Room Rental Request Form* and approved prior to the event.

## Security

Canopy Realtor® Association will engage a security service for all rentals it deems, in its sole discretion, to warrant such services due to the size or nature of the rental. In such instances, the cost of such security service will be added to the room rental rate.

In limited instances, a room rental may be permitted outside of Canopy Realtor® Association's regular business hours. For events occurring after regular business hours, security services will be provided by Canopy and the cost for such services will be added to the room rental rate.

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Use these room number descriptions to complete the Room Rental Request Form in its entirety. Please indicate your  $1^{st}$  and  $2^{nd}$  and  $3^{rd}$  choices for rooms on the Rental Request Form and also in the box next to each room description.

Upon receipt of the Rental Request Form, Canopy staff will review all details and provide feedback within three (3) business days. If the rental is approved, a signed *Room Rental Agreement* (the "Agreement") is required and a security deposit plus an amount equal to half (1/2) of the total room rental fee is due at the signing of the Agreement (the "Rental Deposit"). Security deposits are refundable as outlined in the Agreement.

The balance of the rental fee is due at least fifteen (15) days prior to commencement of the rental. If the rental is to occur within fifteen (15) days of the signing of the Agreement, the <u>total</u> room rental fee shall be due <u>at the time of the signing of the Agreement</u>.

If the full rental payment is not received at least 15 days prior to the rental, Canopy reserves the right to cancel the rental, without refund of the Rental Deposit.

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Canopy Real Estate Institute - First Floor		
Room Number: 101A Max Persons: 45 (\$100 security deposit) Member Price: \$400 full day /\$260 half day Non-Member Price: \$500 full day /\$325 half day Description: This room is traditional classroom style. AV includes podium, screen, LCD projector and microphone (wireless lavaliere or handheld). Check-in table available outside of the room. Coffee available in common area. All classroom tables have power and USB connections.		
Room Number: 101B Max Persons: 75 (\$200 security deposit) Member Price: \$640 full day /\$400 half day Non-Member Price: \$800 full day/\$500 half day Description: This room is traditional classroom style with counter space in the back of the room for catering. AV includes podium, screen, LCD projector and microphone (wireless lavaliere or handheld). Check-in table available outside of the room. Coffee available in common area. All classroom tables have power and USB connections.		
Room Number: 101 A/B (no room divider) Max Persons: 120 (\$300 security deposit) Member Price: \$1200 full day /\$780 half day Non-Member Price: \$1,500 full day/\$975 half day Description: This large room is traditional classroom style with counter space in the back of the room for catering. AV includes podium, screen, LCD projector and microphone (wireless lavaliere or handheld). Check-in table available outside of the room. Coffee available in common area. All classroom tables have power and USB connections.		
Room Number: 102 (no food set-up or catering allowed in this classroom)  Max Persons: 60 (\$150 security deposit)  Member Price: \$560 full day /\$360 half day  Non-Member Price: \$700 full day/\$450 half day  Description: This room is classroom style with tiered seating with limited counter space in the front and back of the room. AV includes podium, screen, LCD projector and microphone (wireless lavaliere or handheld). Check-in table available outside of the		

room. Coffee available in common area. All classroom tables have power and USB

connections.

Enclave 1 or Enclave 2 (only available when not in use by Canopy Real Estate Institute) Max Persons: 4 per enclave Price: Free for Canopy Association and Canopy MLS members or Canopy Real Estate Institute students. RESERVATIONS ARE REQUIRED. Description: Only available during business hours or when Canopy classes are in session evenings or weekends. Table is equipped with power and USB connections. Large display screen available. Use is limited to two (2) hours. BEVERAGES ONLY; NO FOOD ALLOWED.
Canopy Realtor® Association - Second Floor
Room Number: 202  Max Persons: 100 (\$300 security deposit)  Member Price: \$640 full day /\$400 half day  Non-Member Price: \$800 full day/\$500 half day  Description: This room is traditional classroom style with counter space in the back of the room for catering. AV includes podium, screen, LCD projector and microphone (wireless lavaliere or handheld). Check-in table available outside of the room. Coffee available in common area. All classroom tables have power and USB connections.  Room Number: 201 (Technology Training Center)  Max Persons: 30 (\$200 security deposit)  Member Price: \$400 full day /\$260 half day  Non-Member Price: \$500 full day/\$325 half day  Description: Room is equipped with 30 computer workstations with one chair per computer station. AV includes screen, LCD projector and smart board.
NO FOOD OR DRINK ALLOWED.
Canopy Realtor® Association - Fourth Floor
Room: Board of Directors Room and Reception Area Max Persons: 35 (\$300 security deposit) Member Price: \$160 per hour Non-Member Price: \$200 per hour Description: The Board of Directors table is oval-shaped and has room to accommodate 30 at the conference table. Additional seating for approx. 20 is available in the room but not at the conference table. The reception area is located directly outside the Board of Directors meeting room with limited seating (sofa and 2 chairs) and a large counter for catering set up. Videoconference/Teleconference capabilities are available upon request for an additional fee. Catering kitchen available if needed. Terrace Not Included.

Room: Terrace and Reception Area
Max Persons: 60 (\$500 security deposit)
Member Price: \$240 per hour
Non-Member Price: \$300 per hour
Description: The terrace is adjacent to th
outdoor space with 2 outdoor couches, 2
table. This space has direct access to the

**Description:** The terrace is adjacent to the Board of Directors Room and is a covered outdoor space with 2 outdoor couches, 2 outdoor chairs, 6 tables for 4 seated and a bar table. This space has direct access to the interior reception area which offers limited seating (sofa and 2 chairs) and a large counter for catering set-up. Catering kitchen available if needed. **Board Room Not Included. Unauthorized use of the Board Room in conjunction with the rental of the Terrace and Reception Area will result in additional fees as outlined herein.** 

Room: Board of Directors Room, Reception Area and Terrace Combined

Max Persons: 60 (\$800 security deposit)

Member Price: \$400 per hour Non-Member Price: \$500 per hour

**Description:** These three spaces are all connected and are conveniently designed to be used together. Catering kitchen available if needed.

- The Board of Directors table is oval-shaped and has room to accommodate 30 at the conference table. Additional seating of 20 is also available room but not at the conference table. The reception area is located directly outside the Board of Directors meeting room with limited seating (sofa and 2 chairs) and a large counter for catering set up. Videoconference/Teleconference capabilities are available upon request for additional fees.
- The terrace is adjacent to the Board of Directors Room and is a covered outdoor space with 2 outdoor couches, 2 outdoor chairs, 6 tables for 4 seated and a bar table. This space has direct access to the interior reception area which offers limited seating (sofa and 2 chairs) and a large counter for catering set-up. Catering kitchen available if needed.

### **Canopy Building Amenities:**

- Free parking in attached parking deck
- Free Wi-Fi in all meeting and other spaces
- Free coffee available for 1<sup>st</sup> and 2<sup>nd</sup> floor classroom rentals only

#### **Technology Services:**

Access to technical support is limited to AV equipment provided with the room rental.

## **Preferred Caterers:**

Occasions Panera Bread Jason's Deli

Best Impressions Reid's Fine Foods Amelie's

Creative Catering Queen City Catering

For questions or more information about our rental space, please contact David Fraley, 704-940-3122 or dfraley@canopyrealtors.com