



APPLICATION FOR RESERVATION AGREEMENT THE CANOE CLUB CLUBHOUSE

Clubhouse Reservation:

Reservation Fee \$250

Security Deposit \$500

Maximum of 119 people

Homeowner: _____

Date of event: _____ **Type of event:** _____

Hours of event: From: _____ **To:** _____

Number of guests: _____

Address: _____ **Email Address:** _____

Home Phone: _____ **Business Phone:** _____

In consideration for the CANOE CLUB Community Association allowing me the exclusive use of the CANOE CLUB Clubhouse and equipment and furnishings, I, the undersigned, agree as follows:

1. I agree to reserve the Clubhouse of the CANOE CLUB Community Association under the terms and conditions set forth below. **Initial:** _____
2. This will be a “not for profit” function and in no way will benefit my family or me financially. **Initial:** _____
3. **The party or other function will not start before 5:00 p.m. and will be held between the hours of _____ and _____ on the date noted above not to exceed later than 11:30 p.m.** I understand that I must be at the clubhouse throughout the duration of the event. I understand that continued use of the Clubhouse after the hours for which it has been reserved will constitute a breach of this Agreement and will result in forfeiture of my deposit. **Initial:** _____
4. I understand that I can enter the clubhouse to set up for my event no more than five (5) hours before my event unless otherwise approved to do so, in writing, by the Board of Directors. **Initial:** _____
5. Lock door and place the fob in the kitchen drawer immediately following the event. A lost Clubhouse fob will result in a fee of \$25.00 to be assessed of the homeowner for a replacement. **Initial:** _____
6. **I agree to clean the facilities immediately after use. The Reserving Party is responsible for proper cleanup of the facilities and for any damages. Clean up is to include taking out the trash. The Reserving Party will be charged the costs of any necessary cleanup and for any and all repairs.** **Initial:** _____
7. All props for decorations must be free standing. Nails, staples, tacks, etc. **must not be used** on the walls, ceiling, lights, fans, furniture or windows. Masking tape is allowed but no clear tape, as it will harm the paint. If paint is pulled when masking tape is removed, a damage fee may be assessed. **Initial:** _____
8. **I will make a non-refundable reservation fee in the amount of \$250, and a refundable security deposit in the amount of \$500, which are due and payable upon submission of this Application and Agreement.** I further understand

and agree that the non-refundable deposit will be used to pay for cleaning costs and any and all damages resulting to the Clubhouse, its contents, or any other portion of the property from any actions or any actions of persons present at, or attending, or in any other way related to my function. If the cost of repairs exceeds the amount of my refundable deposit, I agree to pay the Association the full cost of all repairs within ten (10) days of receipt of a written explanation of the damages and a bill from the Association for such repairs. I agree that all deposits, fees and expenses incurred by the Association as a result of the use of the Clubhouse under this Agreement shall be considered as assessment and constitute a lien against my property and shall be fully collectible as such as provided for in the Association's Declaration and By- Laws. **Initial:** _____

9. I assume all responsibility, risks, liabilities and hazards incidental to the activities applied for (including, but not limited to, the serving of alcoholic beverages, which I understand is prohibited without a uniformed police officer if more than eight (8) guests attend), and hereby release and forever discharge the Association, its officers, directors, employees, agents and members, past, present and future, from any and all claims, costs, causes of action and liability for personal injury or death and damage to or destruction of property arising from my use of the Clubhouse and its appurtenances. No grills allowed. **Initial:** _____
- a. If alcoholic beverages are serviced to more than 8 guest the following is needed to process this request.
- i. Officers name _____ Badge Number _____
- ii. Bar Tender or Catering Company if used _____
10. I agree to indemnify and hold harmless the Association, Fieldstone Realty Associates, LLC, the Declarant, its officers, directors, employees, agents and members, past, present and future, from any and all claims, costs, causes of action and liability (including, but not limited to, attorneys fees) for any injury, to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees or any member of the Association or any other person which arise from or are in any way related to the above activity, whether or not caused by the Association's negligence. **Initial:** _____
11. I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to my function and agree to be personally responsible for causing all such persons to comply with the Association's Declaration, By-Laws and Rules and Regulations. I acknowledge that violation thereof by any person present at, attending, or in any other way related to my function may, at the sole discretion of the Association's Board of Directors, result in forfeiture of my refundable deposit. **Initial:** _____
12. I understand that I am being granted the exclusive use of the Clubhouse for the time period described above subject to the right herein reserved by the Association to enter the Clubhouse and terminate my use thereof should the conduct of any person using the facility endanger the health, safety or well-being of any person or constitute a threat of any property. **Initial:** _____
13. I understand the reservation is for the use of the Clubhouse only and does not include access to the pool or pool deck for any guests. **Initial:** _____
14. I am at least twenty-one (21) years of age and will be in attendance at my function. I hereby agree and represent that the Clubhouse will be used for lawful purposes only and that if any conduct at the function I am sponsoring violates federal, state or local laws or ordinances, my rights to use the Clubhouse under this Agreement shall be terminated and the Association shall have the right to take possession of the Clubhouse and instruct my guests to leave the property. **Initial:** _____
15. I understand that the reservation excludes the sales office. Any use of the sales staff or sales equipment is prohibited. **Initial:** _____
16. In the event of cancellation of my reservation seventy-two (72) hours or more before the reservation date, the refundable deposit will be refunded in full.
17. Subject to those deductions provided for in this Agreement, the refundable deposit will be refunded in whole or in part by mail. **Initial:** _____
18. I understand that my reservation of the Clubhouse on the aforementioned date will not be confirmed nor will this Agreement be binding until such time as this Agreement has been executed by the Association. **Initial:** _____
19. I have carefully read and understand this form and the attached rules and agree to be bound by its terms. **Initial:** _____
20. Make checks payable to **Canoe Club** and mail to **2675 Paces Ferry Rd SE, Suite 125, Atlanta, GA 30339**.

Signature: _____ **Date:** _____