



**ASHBURY PARK HOMEOWNERS' ASSOCIATION, INC.
CLUBHOUSE RESERVATION AGREEMENT**

In consideration for the ASHBURY PARK HOMEOWNER'S Association allowing me the exclusive use of the ASHBURY PARK Clubhouse and equipment and furnishings, I, the undersigned, agree as follows:

1. I agree to reserve the Clubhouse of the ASHBURY PARK HOMEOWNER'S Association on _____, under the terms and conditions set forth below.
2. I am reserving the Clubhouse (ONLY) for the purpose of _____ which will be attended by not more than _____ people. This will be a "not for profit" function and in no way will benefit my family or me financially.
3. The party or other function will be held between the hours of _____ and _____ on the date noted above. 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.
4. **I understand that a Non-Refundable Rental fee in the amount of \$150.00 is required** and is due and payable upon submission of this Application and Agreement. **I further understand and agree that a \$250.00 Refundable Clubhouse Rental Deposit is required** and is also due and payable upon submission of this Application and Agreement (2 separate checks) and will be used towards utility and cleaning costs, 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. Please mail Clubhouse reservation form and funds to: ASHBURY PARK HOMEOWNERS' ASSOCIATION, INC. 2675 Paces Ferry Road, SE, Ste 125, Atlanta, Ga. 30339.
5. **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.**
6. 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.
7. 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.
8. I understand that I am ONLY being granted the exclusive use of only 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. Smoking is not allowed in or around the clubhouse and common areas. The pool, pool deck, and courtyard are not part of this agreement and not to be reserved for private events. Any entry to these areas outside of the clubhouse will result in the forfeiture of my Deposit.

9. I am at least eighteen (18) years of age, Ashbury Park homeowner and in good standing with my association assessments 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.
10. In the event of cancellation of my reservation forty-eight (48) hours or more before the reservation date, the refundable deposit will be refunded in full. Cancellation after this time period will result in a charge of \$100, which will be subtracted from the refundable deposit.
11. Subject to those deductions provided for in this Agreement, the refundable deposit will be refunded in whole or in part by mail.
12. **I agree to clean the Clubhouse and its facilities after my use, including but not limited to checking the outdoor trash bin(s) and common grounds or be subject to forfeiture of my Refundable Deposit.** This includes, but not limited to making the Clubhouse usable for the next event by ensuring the bathrooms are presentable, dumping indoor trash bin(s), outdoor trash bin(s). Clubhouse furniture, appliances and related items where applicable are not to be moved from their original place. Outside furniture cannot be brought into the clubhouse. Decorations are to be freestanding only. Decorations are not to be taped, tacked or nailed on the walls, trim or windows. I will not create or contribute to an unsightly area by adding more trash to a bin(s) that are already full or about to be full. I agree to take excess trash to my home and use my receptacle as an alternative to leave trash in a full bin(s) or on common grounds or illegal dumping. I agree and assume that I'm the last event that is held in the Clubhouse. I will be responsible to take care of how the trash bin(s) look prior to leaving. If trash was there before my party, I will take picture(s) before setting up for my party and report my findings to management. I understand that Ashbury Park HOA trash bin(s) are serviced on Friday by our Sanitation vendor and is subject to change due to holidays and weather.
13. 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.
14. I understand that the clubhouse is under Surveillance. This reservation is ONLY for the use of the Clubhouse. If any guest enters the lower fitness level, this will result in loss of deposit and availability to reserve the clubhouse in the future.
15. I have carefully read and understand this agreement and have also reviewed the Event Checklist.
16. **Warning: Under Georgia law, there is no liability for an injury or death of an individual entering these premises if such injury or death results from the inherent risks of contracting COVID-19. You are assuming this risk by entering these premises.**

Owner Name: _____

Address: _____ Access Card/Proximity Numbers (TRL#) _____

Home Phone _____ Cell Phone _____ Email _____

Signature _____ Date _____

Number of Guests over 16 years old attending event (must not exceed 35 guests in total) _____

FOR ASSOCIATION USE ONLY:

Agreed to and accepted by Association:

By _____

Date _____

Title _____