

Application for Pinebrook Clubhouse

In consideration for the Pinebrook Neighborhood Association, Inc. (hereafter referred to as the Association) allowing me, the exclusive use of the Pinebrook Clubhouse and furnishings on the date and time specified below, I agree as follows:

I (Name - Print Clearly) _____

residing at _____ Auburn, GA 30011,

agree to reserve the Pinebrook Clubhouse from the Pinebrook Neighborhood Association, on

(Date) _____, 20__ under the terms/conditions, rules/regulations as set forth

below. ****Please note that the reservation of the clubhouse will not be allowed on holidays or holiday weekends due to an anticipated increase in demand. ****

Choose one of the options below and provide details if you are not the homeowner.

☐ **I am the current Homeowner** and member of the Pinebrook Neighborhood Association.
I will host this event and be present in the Clubhouse the entire time it is open.

☐ **I Rent/Lease** my Pinebrook home: (Please Print Clearly)

The Name of the homeowner is _____

Currently residing at _____

Phone # _____

Email _____

MY CLUBHOUSE EVENT

1) The Name of my event is (Please Print Clearly) _____.

2) My guests shall arrive at (Actual time) _____; the Event will end at _____. I understand that I must leave ample time to plan for set-up and cleaning after the event. Clubhouse hours are 10am to 10pm.

3) This event will be: () Non-profit () For Profit

4) Alcohol will be served at this event: () Yes () No

5) I will be using a caterer for my event: () Yes () No

6) I shall monitor the use of Clubhouse amenities and assure they are not damaged/broken and that the folding tables/chairs are returned to storage and stacked neatly like they were found. () Yes () No

The Catering Company will be: (Please Print Clearly)

Company Name _____

Address _____

Contact Name _____ Phone: _____

Email Address _____

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PRICING TO RESERVE THE CLUBHOUSE

Payments shall be prepared as follows:

- Residents that rent or lease their homes must get permission to use the Clubhouse from the owner(s) of record. Payment arrangements shall be made directly with the owners.
- The Reservation Agreement and payment checks shall be written from an account in the name of an owner-of-record. Owners will be fully liable for all damages/fines associated with the rental.
- All checks shall be made payable to **Pinebrook NA, Inc.**
- If money orders are used, the "payee" line shall be left blank on the security deposit until after your inspection reconciliation.
- The event date shall be written in the memo line of the check/money order.
- **The date shall be assigned to the first resident to submit accurately completed paperwork!**
- The reservation shall be CONFIRMED only after the owner(s) are vetted for dues currency.

Check #1 (REQUIRED) shall be \$175 to cover the Reservation Fee

Check #2 (REQUIRED AND RETURNABLE) shall be for \$200. Security Deposit to cover damages/fines (if any)

It is CRITICAL that you submit accurately completed contract documents and payments immediately!

Read, initial & sign the documents, and return with your payments. Mail them to:

Pinebrook NA

2675 Paces Ferry Rd SE Ste 125

Atlanta, GA 30339

Residents may resume bringing guests to facilities/amenities, subject to occupancy and distancing limitations; however, residents are responsible for ensuring that their guests abide by all promulgated rules.

- ____ Initials **All guests must be documented for contact tracing purposes.**
- ____ Initials 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. The Clubhouse event must be over by 10 pm. All cleaning must be done and everyone out by Midnight.
NO overnight stays are ever allowed in the Clubhouse.
- ____ Initials I understand and agree that my security deposit will be used to pay for cleaning costs and any and all fines and/or damages resulting to the Clubhouse, its contents, or any other portion of the property as a result of my actions or any actions on the part of persons present at, attending, or in any other way related to my function. I understand that any charges made against my deposit will be explained.
- ____ Initials I agree to clean the Clubhouse to the standards set by the Association and will use the checklist that is provided to avoid deductions from my security Deposit.
- ____ Initials If the cost of the fines and/or repairs exceeds the amount of my deposit, I agree to pay the Association the full cost within ten (10) days of receipt of a written explanation of the damages. I agree that all deposits, fees and expenses incurred by the Association because of my use of the Clubhouse under this Agreement shall be considered an assessment and constitute a lien against my property if not paid promptly. All charges and legal fees shall be fully collectible as provided for in the Association's Declarations and By-Laws.
- ____ Initials I assume all responsibility, risks, liabilities, and hazards incidental to the activities applied for including, but not limited to, the serving of alcoholic beverages.

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- ____ Initials I understand that I may serve alcohol, but I can **NEVER SELL ALCOHOL** at my event.
- ____ Initials I am liable for my own behavior and that of my guests at my Clubhouse event. It is my responsibility to set a good example and monitor the behavior of my guests.
- ____ Initials Guests entering the Pool area during my event will result in the loss of my entire security deposit and if discovered, everyone will be asked to leave immediately!
- ____ Initials I hereby release and forever discharge the Adcom and 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.
- ____ Initials I agree to indemnify and hold harmless the Adcom, the Association and the Pulte Group, Inc., 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, attorney's 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.
- ____ Initials 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 entire security deposit plus liability for any overages that may apply and in extreme cases, the loss of privileges.
- ____ Initials 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 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 to any property. The Association, through its delegates, reserves the right to enter the property to assure compliance with the rules.
- ____ Initials I am at least twenty-one (21) years of age and will be present at the Clubhouse the entire time it is open to ensure the safety and care of the Clubhouse and monitor the activity there. I will not leave the Clubhouse unattended. Children (of any age) will not be left unattended at the Clubhouse.
- ____ Initials 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, through its delegates, shall have the right to take immediate possession of the Clubhouse and instruct my guests to leave the property.

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____ Initials I may cancel my reservation by sending an email to jennifermatthews@fieldstonerp.com. If my cancellation arrives more than 15 days before the reservation, my reservation and the accompanying payments are voided immediately. If the cancellation arrives 2 - 14 days before the reservation, I will forfeit half the payment and my entire security deposit will be voided. If I cancel <2 days before the reservation, I will lose my entire reservation fee. In both cases, my security deposit will be voided immediately. The date will immediately be listed as "Available" on the online Events Calendar; if another resident reserves the date, I will receive a full refund.

____ Initials I understand that my reservation of the Clubhouse on the aforementioned date will not be confirmed nor will this Agreement be binding until I am vetted for dues currency and moved to CONFIRMED status during the month of the event.

____ Initials **I understand that this reservation of the Clubhouse is for a personal event that I am hosting and that sub-leasing the Clubhouse is strictly prohibited.**

SIGNATURES (Please Print Clearly)

I have carefully read this agreement and the accompanying attachments and understand the requirements. I agree to abide by these rules and regulations and agree to be legally bound by their terms.

Homeowner's Name _____

Address _____ Auburn, GA 30011

Home Phone () - _____

Phone # for Date of Event _____

Email _____

Signature **X** _____ Date: _____