

EAST HIGHLANDS HOMEOWNERS ASSOCIATION, INC.

Clubhouse Room Reservation and Usage Agreement

I understand and agree to all of the following conditions in reserving, and using, the East Highlands Homeowners Association Clubhouse:

On _____ (date), From _____ To _____
For _____ (event) with approximately _____ in attendance.
Name: _____
Address: _____
Home Phone: _____ E-mail: _____

I am requesting rental of the **Clubhouse Room for a Private Event** and:

1. I am a homeowner in good standing with East Highlands Homeowners Association. (All Annual and Special Assessments are current with no outstanding liens or covenant violations.)
2. I agree to accept any and all responsibility for any costs to correct and/or repair any damage done to the furnishings or property in the clubhouse premises in relation to the usage of the clubhouse room. This includes prohibiting the use of thumbtacks, nails, staples, glue, tape, etc. to affix anything to the walls, doors, furniture, trim, etc. Furnishings are not to be taken outside. If any damage occurs through this type of use, repairs will be made and the cost will be deducted from the deposit. If damage is found to be in excess of \$250.00, I understand I will be billed for the excess and my deposit will not be refunded.
3. I agree to pay according to the following deposit and rental schedule.
(Rental fee is mandatory and non-refundable):

Deposit (refundable) \$250.00

Check # _____

Clubhouse Rental Fee (non-refundable) \$150.00

Check # _____

*****Two separate checks should be made out to
East Highlands Homeowners Association, Inc.*****

**All checks must be mailed to:
East Highlands Homeowners Association, Inc.
2675 Paces Ferry Road
Suite 125
Atlanta, GA 30339**

The deposit check will be refunded after an inspection has been made to verify that no damage has occurred, the clubhouse was cleaned and returned to the original condition it was found in, and that all conditions of this agreement have been met. **The clubhouse room is expected to be cleaned and returned to its original condition by the renter following their event. However, if the clubhouse is in need of further cleaning, a \$75 cleaning fee will be assessed from the renter's initial deposit to meet this need.** Cancellation of clubhouse reservations, less than 7 days prior to scheduled function, will result in assessment of a \$45.00 handling fee. Cancellation must be sent via letter, email, or fax. **(NO PHONE CALLS).**

4. The Clubhouse Conditions Checklist must be completed accurately describing the conditions of the clubhouse at the time of the walk through with a Clubhouse Committee Representative, prior to the event. (If applicable)
5. I agree to leave the clubhouse in the same manner in which I took possession of it by removing all trash and placing it in the trash containers outside the clubhouse, removing all items from the refrigerator, and wiping up any spills on the floors, or furniture, prior to vacating the premises.
6. **The resident Homeowner responsible for scheduling the use of the clubhouse must be present at all times, while the scheduled function is in progress. The resident Homeowner is also responsible for supervising anyone under the age of 21.**
7. Alcohol may only be consumed by those residents and their guests whom would otherwise be lawful of consumption under applicable city, county, and state laws. The present minimum age is 21. By allowing the private consumption of alcoholic beverages at clubhouse functions by homeowners and their guests, East Highlands Homeowner Association does not assume liability in any form, implied or otherwise, that may arise as a result of said consumption. The selling of alcohol is strictly prohibited.
8. **Smoking in the clubhouse, or around the pool area, is strictly prohibited.**
9. Hours for the East Highlands Clubhouse Room usage are 9:00 AM to 9:00 PM. The clubhouse can be reserved for the full 12 hours but must include clean-up within this time frame. Extension of these hours for any reason, other than a Homeowners Association function, requires written approval of the Homeowners Board of Directors. Failure to abide by these hours may result in a penalty, up to the deposit fee, and suspension of the use of the Associations' facilities.
10. Furniture must remain in its original position on the pool patio. The clubhouse does not include any appliances, tables, chairs, or garbage cans, so please prepare ahead of time.
11. Temperature settings of the air conditioning must be returned to the "unoccupied" setting (60 degrees in the winter and 80 degrees in the summer) at the time of departure.
12. Clubhouse lights must be turned off, all doors locked, and the key replaced in lock box prior to vacating the premises. Failure to comply will result is a minimum of a \$50 penalty to the homeowner, which will be deducted from the deposit.
13. Animals are prohibited, at all times, in the clubhouse and pool areas.
14. **Usage of the clubhouse does not include pool, pool area, cabana, or surrounding common grounds. This reservation is only for the clubhouse room and does not include any other area.**

I understand and agree to indemnify and hold harmless the Association, its officers and directors, agents, and employees from and against any and all claims, liabilities, losses, damages, actions, costs, expenses, and damages of any party made against the Association, its officers and directors, agents, and employees arising out of or in connection with any party or event held in the Clubhouse by a homeowner pursuant to the reservation agreement or otherwise.

I understand that the Association reserves the right to enter the Clubhouse and terminate my use thereof, should I violate any term hereof or should the conduct of any person using the facility endanger the health, safety, or wellbeing of any person or constitute a threat to any property.

I understand and agree to all of the above conditions reserving and using the East Highlands Homeowners Association Clubhouse.

Homeowner (please print)

Date

Homeowner's Address

Homeowner's Phone Number

Homeowner's Signature

Fieldstone authorized signature