



2023 Hickory Bluffs Homeowners Association, Inc. Rental Reservation & Usage Agreement.

Name of Homeowner(s): _____

Homeowner Address: _____

Homeowner Phone 1: _____ Phone 2: _____

Homeowner Email: _____

Event Description: _____ Date of Event: _____

Event Start Time: _____ Event End Time: _____

Number of Guests expected: _____

The Clubhouse is an amenity of Hickory Bluffs and available for homeowners to use under a reservation only process. Fees are to offset the additional expenses for the regular use of the Clubhouse. Fees will contribute but not be limited to the utilities, cleaning costs and general maintenance of the clubhouse. The Deposit will be applied IF there is additional wear and tear or damage to the clubhouse. Otherwise, if the Clubhouse is returned to its original condition, the Deposit will be returned. To preserve the Clubhouse Amenity for the Homeowners of The Hickory Bluffs Community, all guests in attendance of a resident private reservation must remain in the designated Reservation space (with exception to bathrooms and the elevator).

To check for Clubhouse Reservation availability, please log into www.HickoryBluffsLife.com to view the Hickory Bluffs Event calendar. For assistance, please contact the Hickory Bluffs Lifestyle Director, Heather at HickoryBluffsLifestyleDirector@gmail.com.

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.

| Reservation Spaces Available | Maximum Capacity | Reservation Deposit | Reservation Fee |
|---|------------------|---------------------|-----------------|
| Hickory Room (Room on the Lower Level in Clubhouse) | 40 | \$200 | \$150 |
| Board Room | 20 | \$100 | \$25 Per Hour |

Please Circle Desired Space: Reservation Deposit and Reservation Fee are due at the time of reservation.

Check availability Online at www.HickoryBluffsLife.com or email:

sarahschellsmidt@fieldstonerp.com.

An Invoice will be created on HickoryBluffsLife.com and the resident will receive the Invoice via Email or available to view on your household account.

To schedule, this form must be signed T, and Reservation Deposit/Reservation Fee must be presented to the Hickory Bluffs Community Association Manager at least 2 weeks prior to the event.

Ways to pay:

- Mail form and funds to: Hickory Bluffs Community Association, Attention Sarah Schellsmidt, 2675 Paces Ferry Rd., Ste 125 Atlanta, Ga. 30339
- Online Credit Card Payment Option: Log onto www.HickoryBluffsLife.com, view the household account. Click "Invoices and Payment", select Reservation Invoice and make payment.

AGREEMENT

I understand and agree to all the following conditions and rules in reserving and utilizing the Hickory Bluffs Homeowners Association amenities.

1. I am a homeowner in good standing with the Hickory Bluffs Homeowners Association, i.e., all annual and special assessments are current, and no outstanding liens or covenant violations related to my property.

2. I agree to accept any, and all, responsibility for any costs and/or repair any damage done to the furnishings or property on the premises in relation to the usage of the amenities. This includes prohibiting the use of thumbtacks, nails, staples, glue, scotch, or masking tape etc. to attach anything to the walls, doors, furniture, trim, etc. Decoration of the Club should only utilize painter's tape and/or poster putty (fun-tak) to prevent and damage to walls and furnishings. Furnishings are not to be moved without permission. Lit candles are NOT allowed at any of the amenities. If damage occurs through this type of use, repairs will be made, and the cost will be deducted from the deposit and any amount over the deposit will be charged to the homeowners (post event list and fines will be provided for your knowledge).
3. I agree to pay according to the following deposit and facility fee schedule.
 - a. Security Deposits and Reservation Fees are due at time of reservation. Receipt of Deposit confirms reservation.
 - b. **Reservation Fee for either the Hickory Room or Board Room is for a maximum of 4 hours** (with an hour allowed for set up and clean up) unless otherwise approved by Community Association Manager. Fees may apply.
 - c. THE MAIN LEVEL AREA (OTHER THAN THE BOARD ROOM) IS NOT AVAILABLE FOR RENT AND CANNOT BE PART OF ANY RENTAL OR BE USED WHEN HOSTING A PARTY AT THE CLUBHOUSE.
 - d. Board Room reservations are not intended for partying and will not have any food present. Beverages such as Water or Coffee will be permitted.
 - e. PLEASE SUBMIT 2 CHECKS OR ONLINE PAYMENT, ONE FOR THE SECURITY DEPOSIT AND ONE FOR THE RENTAL FEE. ALL PAYABLE TO HICKORY BLUFFS HOA.
 - f. The security deposit will be SHREDDDED after inspection of the premises and determination that no damage has occurred and that all conditions of this agreement have been met. If damage exceeds the deposit amount, you will be billed for the costs of repairs.
 - g. I UNDERSTAND THAT I MUST LEAVE ANY AREA FREE OF DEBRIS AND SURFACES WIPED DOWN; ALL TRASH INCLUDING BATHROOM TRASH REMOVED AND SURFACES WIPED DOWN; REFRIGERATOR EMPTIED OF EVENT SUPPLIES; THE MICROWAVE, SINKS, KITCHEN FLOOR FREE OF DEBRIS AND SURFACES WIPED DOWN.
4. I understand that commercial use of the Clubhouse is not allowed unless approved by the Hickory Bluffs HOA Board of Directors.
5. Any Clubhouse reservation does NOT include the pool.

6. The Homeowner is responsible for the scheduling of the use of the amenities **MUST BE PRESENT** at all times while the scheduled event is in progress. All events are limited to the hours of 8:00 A.M. to 10:00 P.M. The parking lot may not be used as part of the event other than for guest parking. **ALL ATTENDEES OF THE EVENT (AND ALL HOSTS) MUST PARK THEIR VEHICLE IN A DESIGNATED PARKING SPOT. VEHICLES CANNOT BE PARKED IN FRONT OF THE CLUBHOUSE OR IN THE CURBED (LOADING) AREA OF THE PARKING LOT.**
7. **SMOKING** (to include vaping, pipes, cigarettes, hookahs, cigars, etc.) **ARE PROHIBITED IN ALL AMENITY AREAS.**
8. **ANIMALS ARE PROHIBITED IN ALL AMENITY AREAS (WITH THE EXCEPTION OF GUIDE AND SERVICE ANIMALS.)**
9. 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.
10. 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.
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.
12. I understand that I am **ONLY** being granted the exclusive use of the Hickory Room on the lower level or Board Room 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. The pool and pool deck are not part of this agreement and not to be reserved for private events. Any entry to the upper level of the clubhouse will result in the forfeiture of my Deposit.

13. The Hickory Bluffs HOA Board of Directors reserves the right to allow use of the facilities for certain community civic-oriented events and may waive or reduce the facility fee and/or deposit for these types of events.
14. The Hickory Bluffs HOA Board of Directors, reserves the right to change the facility fee and deposit fee without prior notice. The Hickory Bluffs HOA Board of Directors also reserves the right to grant or deny rental of any amenity. The Hickory Bluffs HOA Board functions shall take precedence over private events.
15. Violation of any of the Rules will be grounds for disciplinary action through The Hickory Bluffs HOA Board of Directors in accordance with the Association's governing documents, as well as potential revocation of Amenity privileges.
16. 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.
17. 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.
18. This reservation is ONLY for the use of the LOWER level of the Clubhouse. If any guest enters the upper level (with exception of the Board Room), this will result in loss of deposit and availability to reserve the Clubhouse in the future.
19. Please indicate the number of guests attending. The check is sent directly to the Fieldstone office as indicated in item #3 in this agreement.
20. I have carefully read and understand this agreement and have also reviewed the Event Checklist.

I acknowledge that I have read the rules and regulations and fully understand its content. I agree to abide by all rules and regulations stated therein.

I understand that the Association reserves the right to enter the amenities and terminate my use thereof should I violate any term hereof or should the conduct of any person attending my event endanger the health, safety, or well-being of any person or constitute a threat to any property. I further agree to all the above conditions in reserving and utilizing The Hickory Bluffs HOA Amenities as well as the Amenity Rules.

Homeowner Printed Signature: _____ Date: _____

Homeowner Signature: _____ Date: _____

Association Representative: _____ Date: _____

**WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY
AGREEMENT (“AGREEMENT”)**

**BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE HICKORY BLUFFS COMMUNITY ASSOCIATION, INC.**

Assumption of Risk: I, the undersigned, wish to use the Association Swimming Pool, Association Clubhouse, Association Fitness Center/Gym, Association Pickleball Courts, Association Tennis Courts, Association Restroom Facilities, and any other recreational amenity or open space owned by the Association, if any, (“Association Amenity Areas”) beginning December 1, 2022. I recognize and understand that using the Association Amenity Areas involves certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I also understand that there are additional risks at this time, including, but not limited to, the increased risk of contracting an illness, specifically the COVID-19 virus, which risk I am willingly assuming by using the Association Amenity Areas. Initials: _____

Waiver and Release: In consideration of my use of the Association Amenity Areas, I for myself, my heirs, personal representatives or assigns and my minor child(ren), release, waive, forever discharge and covenant not to sue the Association, its members, officers, directors, employees, managers and agents (“Released Parties”) from or for any and all claims, costs, causes of action, and liabilities arising out of or related to any loss, damages, personal injury, accident, illness or death related to COVID-19 or otherwise, including for damage to or destruction of property, property loss, or any other consequences thereof of whatever kind and nature, known or unknown, anticipated or unanticipated, which arise from or are in any way related to the use of the Association Amenity Area during the COVID-19 pandemic, including any claims arising out of the Association’s negligence (“Claims”) by myself or any family member for or through whom I may otherwise claim. I, on behalf of myself and my minor child, also hereby forever and fully agree to defend, indemnify, and hold harmless the Released Parties of and from any and all Claims. In the event my minor child, upon reaching the legal age of majority, asserts any Claim against the Released Parties, I hereby agree to hold harmless and indemnify Released Parties in such legal action in the same manner and for the same reasons as otherwise covered in this Agreement.

Indemnity and Hold Harmless: I also agree to DEFEND, INDEMNIFY AND HOLD HARMLESS the HICKORY BLUFFS COMMUNITY ASSOCIATION INC., its Board of Directors, officers, employees and agents from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought by any of my guests, invitees or any third party as a result of my use of the Association Amenity Areas.

Association Rules and Regulations: I agree to comply with all Association rules and regulations, specifically those rules and regulations put in place to address the COVID-19 pandemic. I further agree to waive and discharge any and all claims which arise from my failure to abide by, in any way, the rules and regulations put in place by the Association, and which govern the Association Amenity Areas. I finally agree to indemnify and hold harmless, the HICKORY BLUFFS COMMUNITY ASSOCIATION Inc., its Board of Directors, officers,

employees and agents from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees brought by any of my guests, invitees or any third party as a result of my failure to abide by and follow the rules and regulations put in place by the Association and which govern the Association Amenity Areas.

Covenant of Good Health: I hereby covenant, represent, and agree that to the best of my knowledge, I am in good physical condition and am not exhibiting any symptoms of COVID-19 and have not been exposed to anyone who is suspected to have or is confirmed to have COVID-19 in the previous fourteen (14) days.

Covenant of Familiarization: I hereby covenant, represent, and agree that I am familiar with the hazards of COVID-19 and am familiar with the current Center for Disease Control and Prevention ("CDC") and Georgia Department of Health ("GA DPH") guidelines regarding the prevention and transmission of COVID-19. I acknowledge and understand that the CDC and GA DPH guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates from the CDC and GA DPH. I understand and agree that during my use of the Association Amenity Areas I will practice social distancing and mask wearing in accordance with CDC and GA DPH guidelines, which currently means that I will stay at least 6 feet away from anyone who is not also a resident of my household, and I will wear a mask, except for when inside the pool. Further I agree, to cover any coughs and sneezes, wash my hands frequently, and sanitize and disinfect any areas that I may touch or of which I come into physical contact before and after such physical contact.

Severability: I, the undersigned further expressly agree that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of Georgia and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Acknowledgement of Signage. I acknowledge and agree that the Association has posted signage as required by O.C.G.A. § 51-16-3, generally known as the Georgia COVID-19 Pandemic Business Safety Act.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I further understand that this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and assigns, in the event of my death. If applicable, I hereby certify that I am the biological parent or legal guardian of the minor child having sufficient parental rights to bind the minor child to this Agreement. I agree and acknowledge that sole responsibility for the health, safety, welfare, or security of the minor child rests with me, and the Association shall not be responsible for same. I, on behalf of myself and my minor child, hereby further agree that this Agreement shall be construed in accordance with the laws of the State of Georgia.

Term of Agreement: This Agreement shall remain in full force and effect from the date of its execution until the earlier of December 31, 2021 or such time the Board of Directors, in its sole

discretion, determines that the Agreement is no longer in effect and informs the Owners of its determination.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASES. PLEASE READ CAREFULLY!

Printed Name (Please print name clearly): _____

Signature: _____

Name of Guardian (if Releaser is under 18) _____

Address City/State Postal Code: _____

Phone: _____ Email: _____

Date Signed: _____

Address within Association (if different from above): _____