

Appendix J - Application for Summerhour Clubhouse

The Summerhour Homeowners Association, Inc. (hereafter referred to as the Association), pursuant to this application, is allowing the exclusive use of the Summerhour Clubhouse and furnishings on the date and time specified below to the undersigned as follows:

I (Name - Print Clearly) _____
residing at _____ Kennesaw, GA 30152,
agree to reserve the Summerhour Clubhouse from the Summerhour Homeowners Association, on
_____, 20____ (Date), under the terms/conditions, rules/regulations as set
forth below.

****Please note that the reservation of the clubhouse may or may 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 Summerhour Homeowners Association. I will host this event and be present in the Clubhouse the entire time it is open.
- I Rent/Lease** my Summerhour home: (Please Print Clearly)
The Name of the homeowner is _____
Currently residing at _____
Phone # _____
Email _____

MY CLUBHOUSE EVENT

- 1) The **purpose** 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. **The clubhouse hours are 10am to 10pm. Please note that you cannot set up or store the necessary furniture for your event the day prior to the event, including the use of a caterer. In addition, all outside furniture/items, etc., needed for your event must be removed by midnight the day of your event.**
- 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 fomy event: Yes No

The Catering Company will be: (Please Print Clearly)

Company Name _____
Address _____
Contact Name _____ Phone: _____
Email Address _____

- 6) I shall monitor the use of Clubhouse amenities and assure they are not damaged/broken and **that no furnishings or decorations are removed from the facility and/or damaged.**

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PRICING TO RESERVE THE CLUBHOUSE: \$200 – Payment options attached to the end of this agreement.

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 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.
- Payments should be directed to **Summerhour HOA, Inc. via the payment options attached to this agreement.**
- **The date shall be assigned to the first resident who submits accurately completed paperwork! Please note that if you pay by check, it may take up to 2 weeks to process your check/paperwork. Paying electronically via the Portal is highly recommended.**
- The reservation shall be CONFIRMED only after the owner(s) are vetted for dues currency and the completed paperwork and payment is received.

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

Read, initial & sign the documents, pay using one of the payment options, and submit (or mail all documents) electronically to:

Summerhourclubhouse@gmail.com
and JasonHixon@fieldstonerp.com

Or mail to:

Summerhour HOA
Fieldstone Management Company 2675
Paces Ferry Rd SE Ste125
Atlanta, GA 30339

Read and initial each:

- _____ Initials Maximum capacity is 109 people. This capacity **CANNOT** be exceeded.
- _____ 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. The Clubhouse event must be over by 10 pm EST (or EDT). All cleaning (and removal of any outside furniture/items) must be done and everyone out by Midnight.
NO overnight stays are ever allowed in the Clubhouse.
- _____ Initials I agree to clean the Clubhouse to the standards set by the Association and will use the checklist that is Attached.
- _____ Initials **I understand and agree that I may be charged a minimum of \$500 to cover cleaning costs above and beyond regularly scheduled cleaning. All costs resulting from damage to the Clubhouse, its contents, or any other portion of the property because of my actions or any actions on the part of persons present at, attending, or in any other way related to my function will be added to my account after an explanation of fees has been delivered to me.**
- _____ Initials **I agree that all fees and expenses incurred by the Association because of my use of the Clubhouse under this Agreement shall be considered an assessment and could 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

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applied for including, but not limited to, the serving of alcoholic beverages.

_____ Initials I understand that I may serve alcohol (only to persons 21 years or older), but I can **NEVER SELL ALCOHOL** at my event. I also understand that I am solely responsible for individuals consuming alcohol, and their associated behavior as well as potentially them driving home under the influence.

_____ 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 Smoking is FORBIDDEN in the clubhouse or on the Clubhouse/playground premises.

_____ Initials **Guests entering the Pool during my event will result in a fee of up to \$500 added to my account and may result in the immediate termination of my event** and potential loss of clubhouse privileges.

_____ Initials Furniture may be rearranged in the clubhouse as needed for the event but must be returned to its original location at the end of the event. Furniture may never be removed from the clubhouse or placed outside of the clubhouse.

_____ Initials I hereby release and forever discharge the Summerhour's Management Company, and the Association, its officers, directors, employees, agents and members, past, present and future, including Committee Members,, 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 Summerhour's Management Company, the Association, its officers, directors, employees, agents and members, past, present and future, including Committee Members, 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/Covenant 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 a fee of up to \$500 added to my account plus liability for any overages that may apply and the potential loss of future clubhouse reservation 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 summerhourclubhouse@gmail.com and JasonHixon@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. If I cancel <2 days before the reservation, I will lose my entire reservation fee.

____ Initials I understand that no rental equipment may be delivered prior to the day of my event, nor shall it be left for pick-up following the day of my event. All pick up and deliveries should be coordinated to take place at my home or on the day of my event.

____ Initials I understand that the use of the playground is limited to children under 12 who shall be accompanied by a parent or adult at all times. Tobacco and alcohol use is strictly prohibited in the playground area.

____ 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 a complete application and payment is received.

____ 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. I acknowledge that violating one or more of the above may result in additional fees as well as a potential loss of clubhouse rental privileges for a period of time as deemed appropriate by the clubhouse committee and/or HOA Board of Directors.

Homeowner's Name _____

Address _____ Kennesaw, GA 30152

Home Phone () _____ Fob #s: _____

Phone # for Date of Event _____

Email _____

Signature _____ Date: _____

****If there are any non-life-threatening emergencies, please contact your association manager Jennifer Matthews by phone or text at 404-596-7951, or send an email to the Summerhourclubhouse@gmail.com. Please remember to dial 911 for any life-threatening emergencies****

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Clubhouse Reservation Payment Options:

OPTION 1 - Online through the Homeowner Portal:

Please visit: www.fieldstonerp.com/resident login/

- Fees may apply: Credit card: % of amount or \$ per occurrence.

OPTION 2 - Bill Pay through your Personal Bank:

You can also set up an online bill payment via your personal bank using the information provided below and on your coupon book.

- Delivery Date: Please make sure this is set to deliver 14 days prior to your event date
- Payee Name: **Summerhour HOA**
- Payee Address: P.O. Box 628902, Orlando, FL 32862-8902
- Payee Phone number: 844-739-2331 Customer Service
- Needed Info: Account Number () / Association ID **SUM** / Management ID **3265**

OPTION 3 - Checks in the US Mail:

- Make Checks Payable To: Summerhour HOA
Add your Lot number and event name (and name and account number if different from the check), on the memo line
- Mail To:

**Summerhour HOA
Fieldstone Management Company
2675 Paces Ferry Rd SE Ste125
Atlanta, GA 30339**

OPTION 4 - Pay through Alliance Bank:

Please visit: pay.allianceassociationbank.com/Home?cmcid=573E9F3C.

- Fees may apply for Debit/Credit card: % of amount or \$ per occurrence.
- ACH (no fee); Checks can take 7-10 business days to reflect.

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****RETURN THIS FORM AFTER YOUR RESERVATION****

Clubhouse Reservations Cleaning Checklist

All reservations are subject to an inspection after your rental. Please complete the checklist, sign/date it, and return it to Summerhourclubhouse@gmail.com and JasonHixon@fieldstonerp.com **along with completion photos** within 24 hours following your reservation.

- Remove all food and beverages from fridge/freezer.
- Wipe down/clean inside and outside of refrigerator.
- Clean microwave (inside and outside).
- Wipe down/clean all kitchen countertops.
- Wipe down/clean bathroom countertops.
- Wipe down/clean kitchen tables/chairs
- Sweep floors.
- Take out all trash, including bathrooms, to the Trash bins located outside by the playground.
- *Mop if necessary. (Mop not provided by HOA. If mopping is required, you must provide your own).*
- *Vacuum carpet if necessary. (Vacuum not provided by HOA. If vacuuming is required, you must provide your own).*
- All furniture and décor returned to their original location.
- A/C set to 78 in Summer or Heat set to 66 in winter (whichever applies).
- Lock all doors.
- Turn off all lights.
- If a key is provided to the clubhouse for your event, it must be returned to the next day to the person that gave you the key, or additional fees may apply (to change the locks, etc.).

We hope you enjoyed your time!

Signature : _____

Date: _____