

PEACH PLANTATION HOMEOWNERS ASSOCIATION

CLUBHOUSE RENTAL AGREEMENT

1 Clubhouse Agreement

1.0 All homeowners who wish to rent the Clubhouse must agree to, read, and sign this Rental Agreement.

1.1 By signing this agreement, you agree to follow the Clubhouse Rules in addition to the terms of this agreement. These can be found in the Clubhouse Rules document.

2 Rental Eligibility

2.0 Rental of the Clubhouse will only be available to Peach Plantation homeowners who are members in good standing, with paid dues for the year in which they are reserving.

2.1 By applying to utilize the Clubhouse, the homeowner will be considered “the renter” for the purposes of this agreement.

2.2 Rental of the Clubhouse does not include use of the Swimming Pool, Pool Area, or Tennis Court.

2.3 The renter cannot utilize the Clubhouse for the purpose of making a profit.

3 Availability

3.0 Rental dates will be available after the Association's Social Committee has set its calendar.

3.1 The Association has priority use of the Clubhouse for all holidays and holiday eve dates after January 1, 1993. Rental dates for holidays and special events dates will only be available after the Committee decides to leave these as open dates.

4 Rental Fee

4.0 Beginning January 1, 2023, the rental fee is \$20 per hour, or \$140 for 8 hours. All reservations made before this date will honor the previous rate.

4.1 The minimum rental time is 4 hours (\$80).

4.2 The rental fee must be a check or money order and received at least 14 days prior to the rental date.

4.3 If an event is scheduled within 14 days of the rental date, the rental fee must be received at the time of the reservation.

5 Cancellation

5.0. In the event of cancellation, the rental fee will be refunded in full if the association is notified more than 7 days prior to the event date.

5.1. Cancellation between 7 to 3 days prior to the event day may result in a forfeiture of 50% of the rental fee.

5.2. Cancellation within 72 hours of the function may result in forfeiture of entire rental fee.

5.3 Forfeiture of the rental fee can be waived at the discretion of the Social Committee.

6 Damage Deposit

6.0 A damage deposit of \$100.00 is required as a separate check alongside the rental fee.

7 Deposit Forfeiture

7.0 The renter understands and agrees that the damage deposit will be used to pay for cleaning costs and any damages resulting to the Clubhouse, its contents, or any other portion of the Association property from their actions or any actions of persons present attending or in any other way related to the function.

7.1 The renter understands that any charges made against their deposit will be explained. If these charges exceed the amount of the deposit, the renter agrees to pay the Association the full cost of all repairs within 10 days of receipt of a written explanation of the damages. The Association will provide a bill for such repairs.

7.2 The renter agrees that the non-payment for damage charges resulting from the function, and any expenses incurred by the Association will be considered an assessment and will be handled in accordance with collection policies of the Association up to and including the placement of a lien against the renter's property.

7.3 Continued use of the Clubhouse after the hours for which it is reserved will constitute a breach of this agreement and may result in the forfeiture of the deposit. Set up is included in the reserved time.

8 Cleaning

8.0 The renter agrees to clean the facilities on the rental date or by 9:00 A.M. the day after.

8.1 Trash cans must be placed at the curbside on the appropriate night (Mondays, except on Holiday schedule) and returned to their appropriate place the following day. The renter can also take trash home to dispose of with your trash. Leaving trash at the venue or not following these procedures with placement of trash cans may result in fees.

8.2 The renter is responsible for cleaning the bathrooms following the rental. Failure to do so will result in forfeiture of the deposit, as it will be used to hire someone to clean the bathrooms.

8.3 Pets and smoking are not allowed inside the Clubhouse.

9 Inspection

9.0 There will be a pre-event inspection by the renter and a Social Committee representative with the checklist signed by each of them. There will also be a post-event inspection by these same two individuals.

9.1 A checklist shall be completed during both inspections, with notation of the Clubhouse's condition. It will be signed by both the renter and the representative.

9.2 If no issues are identified, the damage deposit will be refunded or voided within 7 days of the event.

10 Parking

10.0 Parking at the Clubhouse is on a first come first served basis, and not guaranteed.

11 Assumption of Responsibilities and Release of Liability

11.0 The renter assumes all responsibility, risks, liabilities, and hazards incidental to the activities applied for (including but not limited to the serving of alcoholic beverages). The renter hereby releases and forever discharges the Association, its Officers, Directors, employees, agents and members, present, past and future, from any and all claims, costs, causes of action and liability for personal injury or death and damages to or destruction of property arising from my use of the Clubhouse and its appurtenances.

11.1 The renter agrees to indemnify and hold harmless the Association, its Officers, Directors, employees, agents, and members present, past, and future from any and all charges, claims, costs, causes of action, damages, and liabilities (including but not limited to attorney's fees) for any and all injuries, to either person or property, suffered by the renter, their family members, employees, agents, guests, invites, any member of the Association or any other person which arise from or are in any way related to the above activity, rental, or use of the Clubhouse.

11.2 The renter assumes all responsibility for the actions and behavior of all persons present at, attending or in any other way related to the 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. Any non-compliance by persons present at, attending, or in any other way related to the function, may, at the discretion of the Association's Board of Directors, result in forfeiture of the renter's deposit.

11.3 The renter understands that they are responsible for abiding by all City of Powder Springs and/or Cobb County laws and ordinances.

I (the renter) agree to the terms and conditions associated with renting the clubhouse.

Renter Signature

Signature Date

Event Date