

**Resident's Application for Reservation and Usage Agreement for the
Oakleigh Community Clubhouse – Pool and Deck
4751 Oakleigh Manor Drive**

WITNESSETH

This agreement is made this _____ day of _____, 20 ____ between the Oakleigh Homeowner's Association, Inc. (herein called "Association") and _____ (herein called "Resident").

The Association agrees that the above-named Resident may use the Oakleigh Pool and Deck (herein called the "Pool Area") for a private Event under the following terms and conditions, as well as in compliance with all **Pool Rules**. Reservation of the "Pool Area" includes use of the deck adjacent to the Pool, and the equipment found thereon. The Resident acknowledges that the Pool Area cannot be reserved for his/her exclusive use.

Use of the Upper Level Clubhouse and Lower Level Clubhouse require a separate Usage Agreement and deposit and is not included in this Agreement.

1. Purpose/Attendance

Resident is using the Pool Area for the purpose of _____ ("Event") which Event will be attended by not more than _____ persons. (Limit of 20 people)

2. Date/Time

The Event will be held between the hours of _____ and _____ on _____, 20 ____ ("Usage Date"). Resident understands that the Event may not extend past the hour of 11PM, except for clean-up activities. Resident understands that continued use of the Pool Area after the hours for which is has been reserved will constitute a breach of this Agreement and may result in forfeiture of their deposit.

3. Usage Fee

Resident will submit payment by check for the usage fee in the amount of Seventy-Five Dollars (\$75.00) to the Association with the return of this Application and Usage Agreement. This fee covers usage of the Pool Area during the specified usage period on the specified date. Failure to deliver this fee, alongside the other required items, at least forty-eight (48) hours prior to the scheduled usage date will result in said usage being removed from the association calendar.

4. Security Deposit

Resident will submit payment by separate check of a refundable security/cleaning deposit in the amount of One Hundred Dollars (\$100.00) to the Association with the return of this Application and Usage Agreement. Resident understands and agrees that the deposit can be used to pay for cleaning costs and can be applied to the cost of repairing any damage to the facility and/or furnishings, structure(s), or any other portion of Oakleigh's Community property resulting from Resident's actions or the actions of any Resident's family members, employees, agents, servants, guests, invitees, or any other person that is in any way related to Resident's use of the Pool Area. Resident understands that any charges against his/her deposit will be explained to him/her in written form. If the costs of the repairs/replacements exceed the amount of his/her deposit, Resident agrees to pay the Association the full costs of all repairs/replacements within ten (10) days of a written notice outlining the costs for such repairs/replacements. Resident further agrees that all deposits, fees, and expenses incurred

as a result of his/her use of the Pool Area shall be considered an assessment and constitute a lien against his/her property and shall be collectible as such at his/her expense, including all legal fees incurred in the collection thereof.

5. Resident Responsibility

Resident assumes full responsibility for the actions and behavior of all persons present at, attending, or in any way related to the Event and agrees that he/she and his/her guests will abide by the Declaration, By-Laws, and the Rules and Regulations of the Association. Resident agrees to adhere to all County, State, and Federal laws and ordinances while using the Pool Area, including noise ordinances and laws regarding alcoholic beverages and drugs. Resident also agrees to adhere to all rules and regulations adopted by the Oakleigh Board of Directors. Resident acknowledges that violation thereof by any person present at, attending or in any way related to the Event, may at the sole discretion of the Association's Board of Directors, result in the forfeiture of Resident's deposit. Resident understands that he/she must be present at all times during the Event, and follow any directions given by a member or members of the Board of Directors regarding use of the Pool Area, its facilities, and/or equipment.

6. Cancellation

In the event of a cancellation of his/her reservation, forty-eight (48) hours or more before the usage date, Resident's deposit and usage fee will be refunded in full. Cancellation after this time-period will result in charge of ten dollars (\$10.00), which will be subtracted from Resident's deposit.

7. Inventory

Clubhouse and Poolside furniture and/or equipment may not be borrowed by or loaned to anyone; nor may it be removed from the Clubhouse or Pool area to which it is assigned.

8. Cleanup

Resident agrees to clean the Pool Area and all related facilities to the satisfaction of the Board of Directors and/or its agents after use and acknowledges that he/she has received a copy of the Cleaning Checklist attached hereto and incorporated herein. Resident acknowledges that he/she is required to leave the Pool Area in neat, clean, and undamaged condition immediately following the Event. An inspection of the Pool Area and review of the inventory list will occur within twelve (12) hours of the Event by Resident and an agent of the Association appointed by the Board of Directors. Resident understands and agrees that a minimum fee of fifty dollars (\$50.00) will be deducted from the deposit for cleaning if the Pool Area is not in the same condition as prior to his/her use of the same.

9. Keys

If a Resident is provided with keys to the Clubhouse or restrooms, said keys must be returned by 12 noon of the day following the Event. Failure to return the keys by the specified time will constitute a breach of this Agreement and will result in the withholding of Resident's deposit until such time as the keys are returned. Keys will be deemed to be in the Resident's possession from the moment the Resident takes possession of the keys until the moment a Key Person receives the returned keys from the Resident.

A lost key will result in a thirty-five dollar (\$35.00) Lost Key Fee. It may also result in future denial of use of the Clubhouse and/or other facilities, and in possible liability for subsequent damages to the Clubhouse and/or other facilities.

10. Deposit Refund

Subject to those deductions provided for in the Agreement, the deposit check will be shredded in whole no later than twenty-one (21) days after the Usage Date.

11. Damage to the Clubhouse

Resident agrees to accept full responsibility for his/her actions and those of the guests, whether invited or uninvited, and agrees to pay reasonable replacement costs for any and all damages caused to the Pool Area, its contents, or Oakleigh Community property by Resident or his/her guests which exceed the deposit specified in Section 3. Resident further agrees that any amount for damages which exceed the deposit automatically will become a special assessment against Resident's lot.

12. General Release

Resident shall assume all responsibility, risks, liabilities, and hazards incidental to the activities applied for including, but not limited to the serving of alcoholic beverages, and hereby releases and forever discharges Oakleigh Homeowner Association, Inc., its officers, directors, committee members, employees, agents, and members past, present, and future, from any and all claims, costs, causes of actions, and liability for personal injury or death, fines, penalties, damage to or destruction of the property arising from Resident's use of the Pool Area and for appurtenances.

13. Indemnification

Resident agrees to indemnify and holds harmless Oakleigh Homeowners Association, Inc., and its respective officers, directors, committee members, employees, agents, and member past, present, and future, from all charges, claims, costs, causes of action, fines, penalties, damages and liabilities (including, but not limited to attorneys' fees) for any and all injuries, to either person or property, suffered by Resident, his/her family members, employees, agents, servants, guests, invitees of any member of the Association or any other person which arise from or in any way related to the Event, or use of the Clubhouse and/or its appurtenances, or any violation of the terms of this agreement, including any laws, ordinances, rules or regulations pertaining thereto.

14. Right of Use

Resident understands that he/she cannot be granted the exclusive use of the Pool Area for the time-period described above subject to the right herein reserved by the Association to enter the Pool Area and terminate his/her 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.

15. Supervision

Resident will be in attendance for the entire event. Resident hereby agrees and represents that the Pool Area will be used for lawful purposes only and the he/she will comply with all local laws or ordinances regarding or regulating use of the Pool Area, including any and all rules, laws, or ordinances concerning or relating to water safety. Resident agrees that if any conduct at the Event violates federal, state, county, or municipal laws or ordinances, his/her right to use the Pool Area under this Agreement shall terminate and the Association shall have the right to take possession of the Pool Area and instruct his/her guests to leave the property; provided, however no provision contained herein shall be deemed to create an obligation on the part of the Association either to supervise or to terminate this Event. Resident specifically agrees to assume all responsibilities, risks, liabilities, and hazards caused by or in any way related to the breach of this provision as provided herein. Termination of an Event on the part of the Board or any of its agents shall not constitute termination of this agreement.

In the event that children under fourteen (14) years of age are expected to attend the Event, Resident agrees to provide a private lifeguard to monitor the use of the Pool. One (1) lifeguard will be provided for every twenty (20) underage guests.

16. Noise

The use or operation, or permitting to be used or operated, of any machine, device or equipment for producing or reproducing sound (including, but not limited to radios, phonographs, CD and tape players, musical instruments and/or amplifiers) in such a manner as to disturb the peace, quiet, and comfort of neighboring inhabitants is strictly prohibited. The playing of any such audio equipment at a volume which is plainly audible to a person, who is an involuntary listener thereto, at a distance of fifty (50) or more feet from the location at which the machine or device is being operated, if outdoors, or located, shall be prima facie evidence of violation of this agreement, and may result in the termination of this agreement and the Event. The operation of any such audio equipment on Oakleigh property between the hours of 9:00PM and 7:00AM is strictly prohibited. Anyone that is brought in to provide security is required to check in with the HOA before the event. In addition, Resident agrees to abide by the Cobb County Noise Ordinance Article VII, Section 50-257 of the Cobb County Code: Enumeration of Prohibited Noise.

17. Alcoholic Beverages, Drugs/Minors

If minors are to attend the Event, Resident agrees and represents to Association that no alcoholic beverages shall be served, sold, or otherwise made available to minors at the Event and that minors will not be allowed to consume or otherwise possess any alcoholic beverages at the Event. Substances prohibited by Federal, State and/or County law shall not be made available or used by any person attending the Event, whether invited or uninvited, anywhere on property belonging to the Oakleigh HOA.

Resident agrees that at no time during the entire Event shall the supervising Resident leave the Event premises. Resident further agrees that he/she shall not consume alcoholic beverages during the Event but shall remain willing and fully able to monitor and supervise the Event. Resident agrees that his/her supervisory duties requires him/her to observe the Event and prevent adults from lawfully obtaining alcohol and then unlawfully giving or providing alcoholic beverages to minors, and to prevent anyone attending the Event from providing or using prohibited substances on Oakleigh property. Resident agrees that such supervisory duties shall extend to all areas of the Clubhouse and to all adjacent common areas. Minors who leave the Event area to consume alcoholic beverages shall be reported by names to the Oakleigh Board of Directors so that the Board may take appropriate action. Any person found using prohibited substances anywhere on Oakleigh property shall be reported by name to the Oakleigh Board of Directors so that the Board may take appropriate action.

Resident specifically agrees to assume all responsibilities, risks, liabilities, and hazards caused by or in any way related to the breach of this provision as provided herein.

If this Agreement is terminated by the Association pursuant to this Paragraph, the Association shall have the right to take possession of the Clubhouse and instruct Resident's guests to leave the property; provided however, no provision contained herein shall be deemed to create an obligation on the part of the Association to supervise or to terminate the Event.

18. Smoking

SMOKING is not permitted inside the Pool Area. If guests smoke outside the Pool Area (on porches/grounds, etc.), cigarette and/or cigar butts must be disposed of properly.

19. Glass

All glass objects, including bottles, cups, glasses, plates, or other glass containers, are strictly prohibited inside the Pool Area. All food and drinks must be served in paper or plastic cups and plates. Bringing any glass objects into the Pool Area shall be considered a breach of the agreement and grounds for terminating the Event and withholding the deposit.

20. Decorations

Decorations may not be attached to the exterior walls of the Clubhouse or other structures in the Pool Area. Scotch tape, masking tape, packaging tape, duct tape, or similar adhesive materials may not be used in the Pool Area. Decorations may be attached to the woodwork using "7 Day Clean Release Painting Tape" only; which must be removed, along with all decorations at the conclusion of the Event.

21. Parking Lot

The parking lot closes and the gate will be locked at 10PM. Anyone who remains at the Event after 10PM will have to find alternative parking for their vehicles.

22. Loss of Rights

Recognizing the serious nature of permitting minors to have alcoholic beverages or prohibited substances, or the commission of any other violation of Federal, State, or County Law by Resident or his/her guests, whether invited or uninvited, while on Oakleigh property, Resident agrees that if after reasonable investigation by the Oakleigh Board of Directors or its agents, it is determined that violations of Paragraphs 4 and/or 14 occurred during the Event, the Oakleigh Board of Directors shall have the right and power to deny Resident future use of the Pool Area and all other Oakleigh amenities for a period not to exceed five (5) years. Imposition of the penalty under this Paragraph shall not relieve the Resident of paying his/her Homeowner's Association dues during the period for which the Resident may not use the Pool and other amenities.

23. Effective Date

Resident understands that his/her usage of the Pool Area on the aforementioned date will not be confirmed nor will the Agreement be binding until such time as the Association, or its agent, has executed the Agreement.

Resident has carefully read and understands this Agreement and agrees to be bound by its terms.

Date _____

Signature _____

Name (print) _____

Address _____

Phone _____

Email _____

Pool Area Checklist
(to be completed with key holder)

Condition Prior to Use:

Comments (be specific)

Restrooms:

Pool Deck:

Pool Furniture:

Pool Equipment:

(gas grills, ice machine, etc.)

Grounds:

Parking Areas:

Resident Initials

_____ I understand that open flames are not allowed in the Pool Area.

_____ I understand that confetti and silly string are not allowed in the Pool Area.

_____ I understand that I must dispose of all trash off the premises.

You will be charged if you leave garbage, use open flames, confetti, silly string or allow smoking in the Pool Area.

Inspected by: _____ Date: _____

Additional Comments:

Pool Area Checklist
(to be completed by Resident)

Checklist must be completed and keys returned within twelve (12) hours of the Event

Condition After Use:

Comments (be specific)

Restrooms:

Pool Deck:

Pool Furniture:

Pool Equipment:

(gas grills, ice machine, etc.)

Grounds:

Parking Areas:

Resident will be charged if garbage is not removed from premises.

Inspected by: _____

Date: _____

Additional Comments:
