

## **Senator's Ridge Homeowners Association, Inc**

### **Pool and/or Clubhouse Reservation and Use Agreement**

In consideration for the Senator's Ridge Homeowners Association, Inc. ("Association") allowing me the use of the:

- Association's pavilion facilities, equipment and furnishings therein (hereinafter "Pavilion Facilities")**  
*- No Charge*
- Association's basement activity room, equipment and furnishings therein (hereinafter "Basement Activity Room")** **Note: This facility can only be rented during pool season. - \$50.00 for the first 4 hours and \$25.00 for each additional hour**
- Association's pool facilities, equipment and furnishings therein (hereinafter "Pool Facilities")**
- Association's clubhouse, equipment and furnishings therein (hereinafter "Clubhouse Facilities")** -  
*\$125 Rental Fee + \$200 Deposit*

1. I am reserving the Facilities for the purpose of \_\_\_\_\_ (the "Function") which will be attended by not more than \_\_\_\_\_ people. (maximum: 90 total)
2. I hereby acknowledge that the clubhouse may only be rented once per weekend, by one homeowner as of February 15, 2017.
3. I hereby acknowledge that use of the Pool Facilities during normal operational hours will be non-exclusive and that my Function cannot interfere with the use of the Pool Facilities by other Association members and their guests.
4. If reserving the Pool Facilities, I understand that a lifeguard must be present throughout the entire Function and that reservations for pool parties must be made 2 weeks in advance to clubhouse/Pavilion chairperson. Additional lifeguard(s) is required for any event that has 10 or more attendees (not including residents). I will submit payment for the additional lifeguard expense one (1) week prior to the event.
5. The Function will be held between the hours of \_\_\_\_\_ and \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_. I understand that continued use of the Recreational Facilities after the hours for which it has been reserved will constitute a breach of this Agreement and will result in forfeiture of my deposit.
6. I will submit payment of **\$125.00** for the clubhouse reservation fee. Payment must be received prior to requested date being reserved. There is no charge for reserving the Pavilion Facilities. Basement activity room rental fee is \$50.00 for the first 4 hours and \$25.00 for each additional hour.
7. I will make a deposit in the amount of \$200.00, which is due and payable if the clubhouse is damaged or not cleaned per cleaning checklist. I further understand and agree that this deposit will be used to pay for any and all damages resulting to the Clubhouse Facilities, its contents, or any other portion of the Association property from my actions or any actions of persons present at, attending, or in any other way related to the Function. An authorized Association representative shall inspect the premises within forty-eight (48) hours after the keys are returned to him or her. I understand that any charges made against my deposit will be explained. If costs of repairs exceed the amount of my deposit, I agree to pay the Association the full cost of all repairs within ten (10) days of receipt of a written explanation of the damages and a bill from the Association for such repairs. I agree that all deposits, fees, cleaning, and repair charges and any other expenses incurred by the Association as a result of the use of the Recreational Facilities under this Agreement shall be considered a personal obligation and the Association is entitled to pursue all remedies at law or in equity against me.
8. I assume responsibility, risks, liabilities, and hazards incidental to the activities applied for (including, but not limited to the serving of alcoholic beverages), and hereby release and forever discharge the Association, its officers, directors, employees, agents, and members, present, past, and future, from any and all claims, costs, causes of actions, and liability for personal injury or death and damage to or destruction of property arising from my use of the Recreation Facilities and its appurtenances. I hereby agree that, if alcoholic beverages are served at the Function, then alcoholic beverages shall (1) not be sold at the Function, (2) not be served or allowed to be provided to minors at the Function, and (3) shall only be provided to or served to adults in a responsible manner.
9. I agree 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 me, my family members, employees, agents, servants, guests, invitees, any member of the Association or any other person which arise from or are in any way related to the above Function, activity, rental, or use of the Recreational Facility.
10. I agree that no person at the Function will be charged any type of admission fee to attend the Function and that nothing will be sold at the Function.

11. I assume 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 Rules and Regulations. I acknowledge that violation of any provision of the Association's Rules and Regulations by any person present at, attending, or in any other way related to the Function may, in the sole discretion of the Association's Board of Directors, result in forfeiture of my deposit.
12. I understand that I am being granted the non-exclusive use of the Pool Facilities for the time period described above, and/or exclusive use of the Clubhouse Facilities for the time period described above, subject to the right herein reserved by the Association to enter the facilities and terminate my use thereof should the conduct of any person using the Recreational Facilities endanger the health, safety, or well-being of any person or constitute a threat to any property.
13. I am at least twenty-one (21) years of age, have no unpaid fees due to the Association, and will be in attendance at the Function at all times during the Function. I hereby agree and represent that the Recreational Facilities 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 Recreational Facilities shall terminate and the Association shall have the right to take possession of the Recreational Facilities and instruct my guests to leave the property.
14. I agree to return the Association keys to the assigned board member on or before the next business day after the Function. I agree not to make or allow to be made any copies of the keys.
15. 14. In the event of cancellation of my reservation forty-eight (48) hours or more before the rental date, the deposit and the cleaning fee will be refunded in full. Cancellation after this time period will result in a charge of \$50.00 which will be deducted from the deposit.
16. Subject to those deductions provided for in this Agreement, the deposit will be refunded in whole or in part in person by a Board member or by mail.
17. I agree to be bound by the Pool and Clubhouse Rules ("Rules") and to clean the facilities after use as required by the Rules. I acknowledge that I have received a copy of the Rules attached hereto and incorporated herein. Specifically, I agree to do the following before vacating the Recreational Facilities after the Function:
  - a. Remove all trash from the Pool Facilities, Clubhouse Facilities and adjacent common areas (including refrigerator items) to the trash receptacles provided at the Pool Facilities and Clubhouse Facilities;
  - b. Return all furniture to its pre-event position;
  - c. Remove all equipment or party supplies used during the event;
  - d. Do not attach tape, glue or fasten anything to the walls, ceiling or any painted surface as damage may occur and you will be responsible for any repair cost;
  - e. No glitter or confetti should be used in the clubhouse. Use of these items will result in additional cleaning fee;
  - f. There is to be no smoking inside the Clubhouse or on the back deck overlooking the Pool. Smoking is only permitted on the front porch of the Clubhouse. Use the receptacles for extinguishing your cigarettes.
18. The Association shall provide a clean and orderly facility for the Function and shall ensure that there is toilet paper, hand soap, paper towels (for bathrooms) and large trash bags present in the Recreational Facilities.
19. I understand that my reservation of the Recreational Facilities 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 and all deposits have cleared the bank.
20. I have carefully read and understand this Reservation and Use Agreement and agree to be bound by its terms. I understand if I fail to follow these instructions I will forfeit my security deposit.

Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Make checks payable to: **Senator's Ridge HOA**

Send Agreement, Rental Fee Check, and Deposit Check (there should be two separate checks) to:

**Senator's Ridge Clubhouse**  
 c/o All-In-One Community Management  
 5200 Dallas Highway, Suite 200 #266  
 Powder Springs, GA 30127

If the reservation being made is within 10 days of event date, agreement and checks will need to be brought to the All-In-One Community Management office in Dallas, Georgia. Please email [clubhouse@allinontmgmt.com](mailto:clubhouse@allinontmgmt.com) for management office address.