



Clark Meadows, HOA

CLUBHOUSE RESERVATIONS

INSTRUCTIONS

Instructions for reserving the community Clubhouse are as follows:

1. Complete, sign, and date the Clubhouse Reservation Agreement attached. This includes the two page form and the General Association Rules and Regulations which must be initialed and dated. You may retain these Instructions for future reference.
2. Return the Clubhouse Reservation Agreement and Rules and Regulations form along with two (2) checks, one in the amount of _____ for the Non-Refundable Fee and one in the amount of **\$150.00** for the Refundable Deposit, to the CMG office or the designee. The Deposit check will be returned upon satisfactory post-reservation inspection. Make checks payable to: Clark Meadows, HOA Association. All residents requesting to reserve the clubhouse must be current with their Association dues.
3. The Clubhouse Reservation Agreement and Rules and Regulations form together with your two (2) checks must be received in the CMG office or by the designee at least 14 days prior to reservation date.
4. After Confirmation of Check Receipt, your reservation will be confirmed and you will be contacted prior to your event to arrange a walk-thru of the clubhouse and key pick-up.
5. After your event and your clean-up, please notify the Clubhouse contact to arrange for a post-event inspection to finalize the Clubhouse Cleaning Checklist. See attached for your reference.

Clark Meadows

ASSOCIATION

CLUBHOUSE RESERVATION AGREEMENT

In consideration of _____ Association, Inc., allowing me the exclusive use of _____ clubhouse and equipment and furnishings therein (the "Clubhouse"), I, the undersigned member of _____ community, agree as follows:

I. I agree to reserve the Clubhouse at _____ on _____, 20____, under the terms and conditions set out below.

2. I understand that I am being afforded the exclusive use of the Clubhouse only and that if the pool area is open and used during the function, the use of the pool by persons attending my function is nonexclusive and such persons will not interfere with use of the pool and pool area by persons not attending my function.

3. The party or other function will begin at _____ am/pm and must end **no later than 10:00 pm**. I understand that continued use of the Clubhouse after the hours for which it has been reserved will constitute a breach of this Agreement and will result in forfeiture of my deposit.

4. I will send a Non-Refundable Reservation Fee of _____ and a Refundable Deposit of **\$150.00** with submission of this Application and Agreement. I understand and agree that this deposit will be used to pay for cleaning costs and any and all damages resulting to the Clubhouse, 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 my function. 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 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, and expenses incurred by the Association as a result of the use of the Clubhouse under this Agreement shall be considered an assessment and constitute a lien against my property and shall be fully collectible as provided for in the Association's Declaration and By-Laws.

5. I 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 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 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. If alcoholic beverages will be served at, or brought to the function, then I understand and agree that I am responsible for ensuring that any consumption or serving of alcohol at the function is done strictly in accordance with Georgia law. I further acknowledge and agree that no alcoholic beverages will be sold, manufactured or made at the function.

6. 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 function and/or the reservation or use of the Clubhouse.

7. 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, including the Association's Clubhouse Policy attached to this Agreement. I acknowledge that violation of any provision of these Documents by any person present at, attending, or in any other way related to my function, may, in the sole discretion of the Association's Board of Directors, result in immediate termination of the function and forfeiture of my deposit.

Initial

Date

8. 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 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 to any property.

9. I am a member of the Association, at least twenty-one (21) years of age, and will be in attendance at my function. 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 terminate and the Association shall have the right to take possession of the Clubhouse and instruct my guests to leave the property.

10. Subject to those deductions provided for in this Agreement, the deposit will be refunded in whole or in part by mail.

11. I agree to be bound by the Clubhouse Policy attached hereto, and to clean the facilities after use.

12. 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.

13. I have carefully read and understand this reservation form and agree to be bound by its terms.

Address _____	Signature _____
Home Phone Number _____	Name (printed) _____
Daytime Phone Number _____	Date _____
Email Address _____	Alternate Email Address _____

Deposit \$ _____ and Reservation Fee \$ _____ paid on _____, 20__.

AGREED TO AND ACCEPTED BY _____ ASSOCIATION, INC.

By: _____ Date: _____

Check Returned: _____ Initials: _____

Note:

Please send two separate checks: 1.) Non-Refundable Reservation Rental Fee \$50 or \$100
 2.) Refundable Deposit \$150
 Please make both checks payable to _____ Association,
 Clark Meadows HOA

\$50 for 5 hours

Time _____ thru _____

\$100 for all day

Time _____ thru _____

**GENERAL ASSOCIATION RULES AND REGULATIONS
FOR THE CLUBHOUSE AND POOL**

- No Paint, tape, or tacks are allowed on walls or ceiling.
- Pool may not be exclusively reserved.
- All events, parties, etc. held in the Clubhouse must be **over by 12 midnight.**
- One Adult must be present for every (8) persons when the age of the group averages 18 years or younger.
- A security guard must be hired for any group of thirty (30) or more with a majority of members between the ages of 18 and 25.
- At Association functions, alcoholic beverages are permitted on a "bring your own" basis only and are only to be consumed by person 21 years of age and older. In no way will alcoholic beverages be served by the Association.
- Items left at the Clubhouse after final walk-through becomes the property of the Association.
- The Clubhouse must be cleaned before the final walk-through. This includes cleaning the bathrooms, common areas, sliding doors and front doors as needed.
- If the outside garbage cans are used, the person reserving the Clubhouse is responsible for garbage pickup on pickup morning and replacing the cans by the Clubhouse that evening.
- Furniture is to remain inside.
- Glass on deck or pool area is not allowed.

Initial

Date

Clubhouse Cleaning Checklist

(All items must be complete and clubhouse must be in good condition in order for homeowner to have deposit check refunded.)

IMPORTANT: There is **NO SMOKING** allowed inside the clubhouse. If there is any reason to suspect that you or your guests were smoking inside the clubhouse, your deposit check **WILL NOT** be refunded.

(Place a check mark if in good condition)

General:	Before	After
Vacuum Carpet (or mop tile whichever is applicable)		
Clean any carpet spills		
Wipe down table tops and chairs if used		
Return tables/chairs to storage room if used		
No thumb tacks or tape may be used on walls		
Bathrooms:		
Clean sink and wipe down countertops		
Clean mirrors		
Clean toilets		
Sweep and Mop Floor		
Kitchen:		
Clean and empty refrigerator/freezer		
Clean stove top/oven		
Clean sink and countertops		
Note: If there are any carpet stains after initial walk through, deposit will be forfeited.		
Trash: Remove all trash from reserved area.		
If using outside cans, homeowner is responsible for placing the cans at the curb on trash pick-up day and returning them to the clubhouse after trash pick-up has occurred.		

Floor, Wall Condition (Before): _____

Floor, Wall Condition (After): _____

Comments: _____

Walk through before function:

Walk through after function:

(Homeowner signature and date)

(Homeowner signature and date)

(Committee Member signature/date)

(Committee Member signature/date)