



APPLICATION FOR RESERVATION AGREEMENT HAYNES CREEK CLUBHOUSE

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In consideration for the Haynes Creek Property Owners Association, Inc. (the "Association") allowing me the exclusive use of the clubhouse owned by the Association (other than the Pool of the clubhouse) and the equipment and furnishings located therein (collectively, the "Clubhouse"), I, the undersigned, agree as follows:

1. I agree to reserve the Clubhouse on _____, under the terms and conditions set forth herein. Clubhouse reservations shall be reserved exclusively to residents living in the Haynes Creek subdivision in Loganville, Georgia. Furthermore, I acknowledge and agree that the rental of the Clubhouse **does not include the rental of the pool and that other persons may be using the pool for activities unrelated to my event.**
2. I am reserving the Clubhouse for the purpose of (which is a [for-profit] [not for profit] activity), and will be attended by not more than _____ people.(limit of 85 people)
3. The event will be held between the hours of _____ and _____ on the date noted above. 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 make a deposit in the amount of **\$300.00**, which is due and payable upon submission of this application and agreement. I further understand and agree that this deposit fee 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 property from any actions of persons present at, or attending, or in any other way related to my function. I understand that any charges made against my deposit will be explained. If the cost of repairs exceeds 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 and expenses incurred by the Association as a result of the use of the Clubhouse under this agreement shall be considered as 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, which I understand is prohibited without a uniformed police officer if more than forty (40) guests attend), and hereby release and forever discharge the Association, its officers, directors, employees, agents and members, past, present and future, from any and all claims,



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costs, causes of action, liability for personal injury, death or damage to, or destruction of, property arising from my use of the Clubhouse and its appurtenances.

6. I agree to indemnify and hold harmless the Association, its officers, directors, employees, agents and members, past, present and future, from any and all claims, costs, causes of action and liability (including, but not limited to, attorney 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.
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, Rental Guidelines (attached hereto as Exhibit A), 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 forfeiture of my deposit.
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 of any property.
9. I am 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 be terminated and the Association shall have the right to take possession of the Clubhouse and instruct my guests to leave the property. Furthermore, should any conduct at the function I am sponsoring violate federal, state or local laws or ordinances, I acknowledge and agree that the Association's Board of Directors may impose additional fines or penalties at their sole discretion.
10. In the event of cancellation of my reservation forty-eight (48) hours or more before the reservation date, the deposit will be refunded in full. Cancellation after this time period will result in a charge of \$150.00.



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

12. I agree to clean the facilities immediately and return it to its original set-up. I acknowledge that I have received a copy of the **Clean-up Check List** attached hereto and incorporated herein. If guidelines are not met within the aforementioned time, additional deductions will be deducted from my deposit.

13. 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.

14. I **do / do not** request use of the Television during the Rental. ****See liability statement on the Checklist Agreement.**

15. I have carefully read and understand this form and the attached **Rental Guidelines**, acknowledge and agree that such **Rental Guidelines** are an integral part hereof, and agree to be bound by all such terms and conditions contained in herein and in the **Rental Guidelines**.

Name: _____

Address/City/State/Zip: _____

Home Phone: _____ Business Phone _____

E-mail: _____ Cell Phone: _____

Signature: _____ Date: _____