**Emerald Cove Homeowner’s Association**

**Clubhouse Rental Agreement and Checklist**

**E-mail:** **emeraldcovega@gmail.com**

Homeowner Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Event: \_\_\_\_/\_\_\_\_/\_\_\_\_ Event Time: \_\_\_\_:\_\_\_\_a.m. / p.m. End Time: \_\_\_\_:\_\_\_\_a.m. / p.m.

Event Type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ e-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Emerald Cove clubhouse is available for rental by ECHOA members in good standing. Reservation dates will be on a first-come, first-served basis. To confirm a reservation date, turn in this form along with a check in the amount of the $75.00/rental fee / $150.00 security deposit. The manager will confirm the availability of the date requested and e-mail you a confirmation. The rental fee check is deposited on the day of the event or on the last day before an event when the banks are open (i.e. Saturday, Sunday or holiday reservations). The deposit fee is not deposited unless there are damages. Please make all checks payable to: ECHOA. A $35.00 check return fee will be assessed to the homeowner for all returned checks. Cancellation of the reservation, with a full refund, is only permissible if the ECHOA is notified no less than ten (10) days prior to the event date. Cancellation of the reservation within ten (3) days of the reserved event date will result in the forfeiture on one (1) day’s rental fee.

**POOL USE IS NOT PART OF THE CLUBHOUSE RENTAL FOR GUEST**

The ECHOA reserves the right to cancel a reservation in the event the clubhouse suffers damage that cannot be corrected prior to the reservation date scheduled. Such a cancellation by the ECHOA will result in a full refund of both rental fee and deposit to the homeowner.

**Rules of Usage**

**Homeowner (“renting party”) agrees to**:

1. 100% responsibility for the conduct of all guests attending the event.
2. Remain at the clubhouse for the duration of the rental event until all guests have departed the event.
3. Be considerate of neighboring homeowners at all times. (i.e., noise level, parking, no parking in grass, etc.)
4. Use of the facility must end at 12:00 midnight unless the Manager, in advance of the event, approves a longer period of use, in which case additional conditions may be imposed.
5. Limit noise/music levels in line with city ordinance.
6. No smoking inside clubhouse.
7. Alcoholic beverages are permitted on the premises when approved by the Manager prior to the event. An added deposit of $150.00 will be required. All applicable state laws apply.
8. No selling of Alcohol is allowed at clubhouse or on the common grounds.
9. DECORATIONS: The affixing of anything to the walls, floors, or ceiling using nails, staples, tape, tacks or other substances is prohibited.
10. No animals allowed in clubhouse area with the exception of a service animal.
11. Lock door and return the clubhouse key to the Manager the day following the event. A lost clubhouse key will result in a “change lock” fee ($350) to be assessed to the homeowner.
12. The rental and/or use of inflatables including water slides is not allowed on the clubhouse grounds.
13. Overnight rentals are not permissible.
14. Notify the Manager of any problems encountered and any damage to the clubhouse and/or grounds during use.
15. In the event that the property is damaged to the extent that it cannot be rented to another homeowner, there will be a fine of $20/day assessment to the renter until all damages to the clubhouse and/or grounds are repaired to its original condition. In addition, the renting party will be at the Board’s discretion, be ineligible for any additional use of the ECHOA clubhouse.
16. Clean the clubhouse and surrounding grounds immediately following the event. The renting party is responsible for proper cleanup of the facilities and for any damages. The renting party will be charged the cost of any necessary cleanup and for any and all repairs. No deposit will be returned until the premises are cleaned as suggested by the checklist provided to the renting party and the Manager inspects the premises.
17. Falsification of the stated purpose of rental within this contract constitutes fraud resulting in a fine of no less than **$100.00** assessed to the renting party along with forfeiture of the rental deposit.
18. Any repair costs, fines, or charges in excess of the **$75.00/$150.00** deposit shall be billed to the homeowner on record.
19. It is the responsibility of the renting party to coordinate with the Manager a time convenient to both parties to pick up, and drop off, the key to the ECHOA clubhouse.
20. The renting party agrees by signing this agreement that he/she has been legally notified of the fees, fines and charges under the specified conditions stated within this agreement. He / She may request in writing a hearing before the ECHOA Board within 30 days of the posting of any fee, fine, or charge to the homeowner as a result of this rental.

**CONFIRMING AS FOLLOWS:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Check: \_\_\_\_\_\_ for $75.00 Rental Fee

**Rental Fee Signature**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Check: \_\_\_\_\_\_ for $150.00 Security Deposit

**Name (Please Print)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Phone (Home) Phone (Work)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**E-Mail**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Approved by (ECHOA Agent Printed Name)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Approved by (ECHOA Agent signature)**

## **Notice of Liability:**

## \_\_\_\_\_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 area and it appurtenances. I agree that no alcoholic beverages will be served to anyone under the age of twenty-one (21) years of age. If the Association determines or observes intoxicated guests or minors being served alcohol, the Association reserves the right to terminate the function and ask your guests to leave.

##  \_\_\_\_\_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 activity, rental or use of the clubhouse area.

## \_\_\_\_\_\_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 Avocet Declaration, Bylaws and Rules and Regulations. Failure to comply may result in forfeiture of my deposit.

## \_\_\_\_\_\_I understand that I am being granted exclusive use of the Clubhouse area 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.

## \_\_\_\_\_\_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 area 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.

## \_\_\_\_\_\_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 or its agent. I have carefully read and understand this rental form and agree to be bound by its

## \_\_\_\_\_I agree that my rental of this community facility will not involve any event designed for the monetary profit of any one individual and/or business.

**PLEASE RETURN YOUR APPLICATION AND CHECKS TO:**

**HOA LOCKED MAILBOX**

**2141 EMERALD DRIVE**

**LOGANVILLE, GA 30052**

**EMAIL: emeraldcovega@gmail.com**

**ECHOA Use**

**Approved / Not Available \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Rental Fee Check #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$75.00 Deposit Fee Check # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$150.00**

**Alcohol Fee Check #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $150.00**

**Key Return/Check out: Cleared / Problem \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Deposit Returned: Yes /No If no, reason \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Deposit Returned to Homeowner \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date Returned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**