

## **RESERVATION AND RENTAL AGREEMENT FOR THE AVOCET CLUBHOUSE**

In consideration for the exclusive use of the Avocet Clubhouse for the private function outlined below, I the undersigned, agree to the following:

### **Nature of Function and Rules Associated with Rental:**

1. I agree to rent the clubhouse under the terms and conditions set out below.
2. I will submit payment in the amount of \$150.00 to the Association as a rental fee for the clubhouse and pool area.
3. The fee is due and payable upon the submission of this Rental Agreement no later than ten (10) days preceding the planned function. I understand that the deposit of \$150.00 includes a \$50.00 fee per day and a \$100.00 refundable deposit.
4. I am renting the clubhouse for the purpose of: \_\_\_\_\_ . I would like to reserve the following date for my event: \_\_\_\_\_. I agree that my rental of this community facility will not involve any event designed for the monetary profit of any one individual. I further acknowledge that no sales of any kind will be allowed to take place at the Clubhouse/pool area whose proceeds go toward an individual or the interest of that individual's business.
5. This function will not be attended by more than \_\_\_\_\_ people (maximum of 50 allowed). I understand that I am being granted permission to use the Clubhouse and pool area only. This does not include any use of the swimming pool, ~~pool deck~~, tennis courts, or any other Association property. I further understand that the reservation permits my function to use only the Clubhouse and pool area for the hours permitted. **(No later than 1:00 a.m. on Friday, Saturday, and Sunday nights or holidays. No later than 10:00 p.m. for events scheduled Monday through Thursday nights.)**
6. *I agree to leave the Clubhouse and pool area clean and neat by following the requirements of the attached checklist. I will initial each checklist item to indicate I have performed the task and either leave the list on the kitchen counter or return it to the Clubhouse Coordinator.*
7. I understand that the aforementioned fee of \$50.00 is being charged to defray the costs associated with the operation and maintenance of the Clubhouse and pool area. The \$100.00 deposit will be used (if necessary) to pay for any and all damages resulting to the Clubhouse, its contents, or any other portion of the 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 ten (10) days of receipt of a written explanation of the damages and a bill from the association for such repairs
8. I agree that all deposits, fees, and expenses incurred by the Association as a result of the use of the Clubhouse and pool area under this Agreement shall

be considered an assessment and constitute a lien against my property and shall be fully collectable as provided for by the Association's Declaration, Bylaws and relevant Georgia statutes. Subject to the noted deductions, the deposit will be refunded in whole or in part by mail.

9. In the event of cancellation of my reservation within 24 hours of the planned event, the fee paid will be returned.
10. I acknowledge that rights to rent and utilize the facility will be denied if I am in arrears with my assessments of Homeowners fees due the Association.

**Notice of Liability:**

11. 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/pool area and its 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.
12. 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 and pool area.
13. 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.
14. I understand that I am being granted exclusive use of the Clubhouse and pool area for the time period described above, subject to the right herein reserved by the Association to enter the Clubhouse/pool area 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.
15. 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 and pool 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.

16. 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 terms.

Checks should be made payable to: "**Avocet Homeowners Association**".

**CONFIRMING AS FOLLOWS:**

\_\_\_\_\_ Check: \_\_\_\_\_ For \$50.00

Rental Fee Signature

\_\_\_\_\_ Check: \_\_\_\_\_ For \$100.00 Security Deposit

Name (Please Print)

\_\_\_\_\_

Address

\_\_\_\_\_

Phone (Home)

\_\_\_\_\_

Phone (Work)

\_\_\_\_\_

E-Mail

\_\_\_\_\_

Approved by (Avocet Agent Printed Name)

\_\_\_\_\_

Approved by (Avocet Agent signature)

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

**TINA GIBERSON  
CLUBHOUSE COORDINATOR  
3362 Pigeon Hawk Ct  
Norcross, GA 30092  
678-427-6385**

**E-Mail: [clubhouse@avocet-hoa.org](mailto:clubhouse@avocet-hoa.org)**

## Clean Up Checklist

By initialing the items on the checklist, I confirm that I have performed the task.

Initial	Task
	Vacuum (located in the back closet)
	Wipe down counters, oven, microwave and tables
	Clean sink
	Re-set furniture to original positions
	Set thermostat to 80 in summer and 60 in winter
	Empty and remove trash from clubhouse
	Remove your left over food items from the refrigerator
	Turn off oven and stove
	Turn off TV, DVD, etc
	Lock French doors
	Close and lock windows
	Ensure back door is shut
	Set alarm
	Turn off lights
	*Notify Clubhouse Coordinator if supplies are low
	*Notify Clubhouse Coordinator of any maintenance needs

\*Comments:

RETURN CHECKLIST & KEY TO CLUBHOUSE COORDINATOR.