

**Buckhead North Homeowners Association, Inc.
Clubhouse & Related Facilities Rental Agreement**

EVENT DATE _____

START TIME _____ END TIME _____

NAME _____

ADDRESS _____

EMAIL _____ PHONE NUMBER _____

TYPE OF EVENT _____

NUMBER OF GUESTS _____ WILL THE POOL BE USED DURING EVENT? YES NO

I agree to be responsible for the condition of the Clubhouse facility and/or pool after I have used it on the above date and to leave it in the same clean condition in which I found it. I further agree to be wholly responsible for the actions of all my guests and to forfeit my rental deposit and provide any additional payment for any repair, replacement, and/or cleaning necessitated by negligence and/or willful acts of my guests or myself. I understand that the Clubhouse is a smoke and alcohol free facility. Smoking and consumption of alcohol is only allowed off the Clubhouse grounds. Only Buckhead North lot owners/residents may rent the Clubhouse.

Further, I agree to defend, indemnify and hold harmless the Buckhead North Homeowner's Association, Inc. (HOA), its Board of Directors, officers, agents, and volunteers against all liabilities and expenses including, without limitation, attorney's fees or court costs related to any loss, damage or personal injury arising from the above identified event.

I understand and agree to the following:

1. Clean-up must be completed within the reserved time. The Clubhouse can only be reserved between the hours of 8 am to 9 pm, no exceptions. Buckhead North HOA will supply basic cleaning supplies: hand soap, dish soap, floor cleaner, broom, dust pan, mop, and bucket. If further cleaning is required due to the renter's negligence, a cleaning fee will be deducted from the deposit.
2. Any renter who assumes responsibility for the Clubhouse for an event must be present at all times during the event.
3. No pins or nails that would damage the walls or ceiling of the interior of the Clubhouse will be used. All decorations must be removed. Confetti and candles are not allowed.
4. All tables and chairs should be cleaned, folded, stacked and put away. The renter is responsible for any damage to tables and chairs during the time of rental.
5. All trash, decorations, food and drink items must be removed from the Clubhouse including the refrigerator, oven, entryway and restrooms. The Clubhouse must be cleaned satisfactorily (swept, mopped and wiped) and clear of any debris. All bottles, cans, paper and other debris as a result of function must be removed from outside areas including parking lot and playground area. All trash should be placed in outside roll away trash receptacles (recyclables in the container with the tan lid, all other debris in the container with the green lid).
6. Upon closing and leaving the Clubhouse, the "range" circuit breaker must be turned to the "OFF" position. The breaker panel is located in the left hand corner of the large room and the range breaker switch is clearly marked. The temperature control (thermostat) must be reset to 78 degrees (A/C) during the period of April 1st-October 31st and 55 degrees (Heat Setting) during the period of November 1st-March 31st prior to exiting the facility.

Initial: _____

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7. If the pool and pool area are used, the use of a lifeguard is strongly recommended. Renter expressly acknowledges that the HOA does not provide a lifeguard and any HOA monitor present during the event does not serve in the capacity of a lifeguard. The pool and surrounding area must be completely clean and free of trash. There should be no debris in the pool and around the pool deck. Chairs should be placed around tables and umbrellas lowered. All guests must follow pool rules as posted and leave the pool area after the event is over and no later than 9 pm.
8. Any violations of these agreements will result in financial penalties as determined by the Board of Directors.
9. Music and noise should be kept to a reasonable level and rowdy behavior controlled.
10. Vehicles and/or golf carts should not be parked on the grass. Any damages caused to the grass and/or sprinklers will be deducted from the deposit.
11. Smoking and alcoholic beverage use is prohibited anywhere on Clubhouse grounds.
12. Rental use of the Clubhouse Facility is limited to inside the clubhouse rental room. Tables and chairs may be setup on the patio area directly behind the rental room. Food trucks or other outside vendor stations are not permitted.
- 13. Maximum Clubhouse Occupancy is 45 people.**

RENTAL FEE & DEPOSIT: The non-refundable rental fee is \$25 or \$50 (to include pool use for guests). A \$150 rental deposit is also required and must be paid by separate check and submitted with your completed rental agreement and rental fee. All payments should be made payable to Buckhead North HOA. The deposit payment will be shredded after the event providing the terms of this agreement have been met. Lack of cleaning, failure to return the room to the original condition, or any damages to Clubhouse property will result in the forfeiture of a portion or the entire deposit.

ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION – Further, I acknowledge that I have received, carefully read, understand and agree to that certain two (2) page document titled “Assumption of Risk, Release of Liability & Indemnification Agreement dated May 29, 2020 and Disclosure Regarding Coronavirus and Other Risks” (hereinafter “Release”) in its entirety, which is specifically incorporated and restated herein in its entirety. Further, by entering or using the Recreation Facilities, I voluntarily assume, on behalf of myself and all other Participants, as defined in the Release, all risks of exposure to the virus identified as **SARS-CoV-2** and commonly referred to as “**novel coronavirus**,” as well as other viruses, bacteria, and chemicals that may be present on surfaces, in the water, and in the air (“Specific Risks”). I agree that the Release shall apply to all such Specific Risks and related claims, in addition to the other Risks referenced in the Release. **EVERY PERSON WHO ENTERS OR USES THE RECREATION FACILITIES DOES SO AT HIS OR HER OWN RISK.**

I understand that I am agreeing to the Release on behalf of myself and the other Releasing Parties, as defined in the Release, and that said Release includes a release, covenant not to sue, and indemnification and hold harmless provisions that release the Association and certain other parties from any and all liability, including without limitation, serious illness, injury or death, as well as Specific Risks.

I understand all of the terms and conditions in this agreement as indicated by my signature below.

Signature _____

Date _____

Initial: _____