

Application for Reservation Agreement Chattahoochee Run/Point Clubhouse

In consideration of the Community Association allowing me the exclusive use of the upper level of the Chattahoochee Run/Point Clubhouse and equipment and furnishings, the undersigned, agree(s) as follows:

1. I agree to reserve the Clubhouse of Chattahoochee Run/Point Community Association under the terms and conditions set forth below.
2. I am reserving the Clubhouse on (date) _____ for the purpose of _____ which will be attended by not more than _____ people.
3. The party or function will be held between the hours of _____ am/pm and _____ am/pm (no later than 1:00 am) on the date noted above. I understand that continued use of the Clubhouse after the hours for which it has been reserved will constitute breach of this agreement and will result in forfeiture of my deposit.
4. **I will make a deposit in the amount of \$350.00 which is due and payable upon submission of this application and agreement.** I further understand and agree that this deposit includes a non-refundable Fee of \$150.00 to cover the usage fee/cleaning fee for the rental. Any and all damages to the Clubhouse, its contents or any other portion of the property from the any actions of persons present at, or attending, or any other way relating to my function will be charged directly out of my \$200 security deposit. I understand that any charges made against my deposit will be explained. If the cost of my repairs exceeds 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 an assessment and constitute a lien against my property and shall be fully collectible as such provided for in the Association's Declaration and By-Laws.
5. **Contract and 2 checks (\$200 and \$250) must be delivered to the Association Management company AT LEAST five (5) business days before the rental date. No exceptions will be made.**
6. I assume all responsibility, risks, liabilities and hazards incidental to the activities applied for (including, but not limited to, serving alcoholic beverages, which I understand is prohibited without a uniformed officer if more than twenty-one (21) 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, 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.
7. I agree to defend, indemnify and hold harmless the Association and John Wieland Homes, Inc, its officers, directors and employees, agents and members, past, present and future, from any claims, costs, causes of action and liability (including, but not limited to, attorneys' fees) for injury to either persons 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 other way related to the above activity, whether or not caused by the Association's negligence.
8. 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. 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 Associations board of directors, result in forfeiture of my deposit.

9. I understand that I am being granted the exclusive use of the upper level 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.

10. I am at least twenty one (21) years of age, a homeowner in Chattahoochee Run/Point, 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 right to use the Clubhouse under the 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.

11. 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, less a processing charge of \$10.00 (ten dollars). Cancellation after this period will result in a charge of \$30.00 (thirty dollars), which will be subtracted from the deposit.

12. I understand that smoking is prohibited inside the Clubhouse.

13. Subject to the deduction provided for in the agreement, the deposit will be refunded in whole or in part by mail.

14. I agree to clean the facilities after use. This includes any and all outside decoration such as; balloons, direction posters, etc that are associated with the function. These decorations must be removed within 24 hours after the function ends before the deposit will be refunded. All trash must be bagged and removed from the Clubhouse and surrounding areas. Temperature controls and window treatments are to be set as directed in the cleaning checklist that is attached to this Agreement.

15. I understand that my reservation of the Clubhouse on the aforementioned date will not be confirmed nor will the Agreement be binding until such time as this agreement has been executed by the Association.

16. I understand that any keys and security codes provided to me for the above event are for my use only and not to be given to anyone else.

17. I have carefully read and understood this form and the attached rules and agree to be bound by its terms.

Resident.: _____ Address.....: _____

Home Phone.: _____ Business Phone.: _____

Signature.: _____

For Association Use Only:

Agreed to and accepted by the Association.

By.: _____ Date.: _____

Clubhouse Committee