

**APPLICATION FOR CLUBHOUSE RESERVATION AGREEMENT**

In consideration for Riverside Community Homeowners' Association, Inc. (RCHA) allowing me the exclusive use of the RCHA Clubhouse and equipment and furnishings, I agree as follows:

1. I apply and agree to reserve the Clubhouse on (date), under the terms and conditions set forth below.
2. I am reserving the Clubhouse for the purpose of which will be attended by not more than people. **The clubhouse maximum capacity is thirty-four (34).** I **understand that the clubhouse is available for use between the hours of 10:00 a.m. and 11:00 p.m. No exceptions. NO POOL ACCESS IS GRANTED WITH THIS RENTAL. FAILURE TO COMPLY WITH THIS AGREEMENT WILL RESULT IN LOSS OF CLUBHOUSE/COMMON AREA PRIVILEGES.**
3. The party or other function will be held between the hours of and on the date noted above. I understand that any 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 an additional fee of **Seventy-Five Dollars ($75.00),** which will be deducted from my security deposit. **All parties will end by 11:00 PM. Agreed**
4. I **understand that** I **must maintain control of the level of noise that emanates from the clubhouse to prevent disturbing any of the residents in the neighborhood. Agreed**
5. I will make two checks, payable to Riverside Community Homeowners' Association, Inc, one for the rental charge and cleaning fee in the total amount of **Ninety Five Dollars ($95.00) *[Cleaning Fee],*** and a second check for a refundable deposit in the amount of **One Hundred and Fifty Dollars ($150.00),** which are both due and payable upon submission of this Application and Agreement. I **understand and agree that the refundable deposit will be used toward the reimbursement of 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 use of the Clubhouse.** I understand that any charges made against my refundable deposit will be explained upon request. If the cost of fees and/or repairs exceeds the amount of my refundable deposit, I agree to pay RCHA the full cost of **ALL** repairs, within thirty (30) days of receipt of a written explanation of the damages and a bill from RCHA for such repairs. I agree that all deposits, fees and expenses incurred by RCHA 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 as provided for in RCHA's Declaration and By- Laws.
6. I assume all responsibility, risks, liabilities and hazards incidental to the activities applied for (including, but not limited to, the serving of alcoholic beverages by a licensed bartender to guests that are of legal age [twenty-one (21) years or older], and hereby release and forever discharge RCHA, 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 whether on the premises or not arising from my use of the Clubhouse and its appurtenances throughout the neighborhood.
7. I agree to defend and indemnify and hold harmless RCHA its officers, directors, employees, agents and members (collectively the Homeowners' Association), 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 Homeowners' Association member attending the event or any other person which arise from or are is in any way related to the above activity, whether or not caused by me or my guest or invitees negligence.

7a. I **understand that** I **will forfeit my ENTIRE deposit of One Hundred and Fifty Dollars ($150.00), or more,**

if I **fail to REMOVE ALL OF THE TRASH AND PLACE** IT **IN THE TRASH RECEPTACLES PROVIDED BY**

**THE NEIGHBORHOOD (which are located in the Clubhouse parking lot). NO SMOKING IS ALLOWED IN THE CLUBHOUSE. In addition,** I **agree that my homeowners, auto, or umbrella policy(ies) will serve as primary for any acts of negligence due to my rental or use of the clubhouse, as those coverage's may apply. My available coverage will serve as the primary coverage and not contribute on a coextensive basis to any loss or claim to coverage that may be provided by the Homeowners' Association.**

7b. I **understand that** I **will forfeit** ½ **(Half) of my deposit of One Hundred and Fifty Dollars ($150.00) if** I **fail to RETURN ALL OF THE CLUBHOUSE FURNITURE TO ITS PROPER LOCATION (replacing the furniture back to its position prior to the rental) or failure to clean the Clubhouse and return it to the condition in which it was rented, after my use.**

1. 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 RCHA'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 RCHA's Board of Directors, result in forfeiture of my **ENTIRE refundable deposit and other legal enforcement actions as allowed under the governing documents and Georgia law.**
2. I understand that I am being granted the exclusive use of the Clubhouse only for the time period described above subject to the right herein reserved by RCHA to the 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 in the neighborhood.
3. 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 RCHA shall have the right to take possession of the Clubhouse and instruct my guests to leave the property **IMMEDIATELY!**
4. In the event of cancellation of my reservation seven (7) days or more before the reservation date, the refundable deposit will be refunded in full. **Cancellation after this time period will result in forfeiture of half of the refundable deposit Seventy-Five Dollars ($75).**
5. Subject to those deductions provided for in this Agreement, any refundable deposit remaining will be refunded by mail or in person sooner, but no later than within fourteen (14) business days.
6. I **agree that** I **will be responsible for locking and otherwise securing the building and turning off ALL lights.**
7. I understand that any keys and security codes provided to me for the above-named function is for my use only and agree that I will not give the same to anyone else.
8. I understand that there will be an event walk-through both before and after all events by a Committee Member. I will maintain FULL RESPONSIBILITY for the care and condition of the Clubhouse. Should I fail to comply with this, I agree to forfeit **PART** *or* **ALL** of my deposit to have the Clubhouse put back to its original position.
9. I understand that my reservation of the Clubhouse on the aforementioned date will not be confirmed nor will this Agreement by binding until such time as the Association has executed this Agreement.
10. Thermostat must be set to (78 Degrees in Spring/Summer and 65 Degrees in Fall/Winter) prior to closing facility when rental is over.
11. I understand that if I am in arrears with any RCHA dues, late fees, fines or if I have any unresolved violations, I am ineligible to reserve the Clubhouse.
12. I have carefully read and understand this form and the attached Rules and agree to be bound by its terms.

RCHA Resident Name: RCHA Resident Address:

RCHA Resident Email:

Riverside COA Resident Home Phone Number Business/Cell Phone: RCHA Resident Signature: Date:

Please return this Application for Reservation Agreement and the two checks (Check One: $150 ($75 rental fee and $75 cleaning fee) and Check Two: $150 Security Deposit) to the Riverside Community Homeowners' Association, Inc. management company:

Skyline Properties Group, Inc. 6460 Highway 92, Ste 101

Acworth, GA 30102

Also - email a copy of the SIGNED Application for Reservation Agreement to: Rental@HOA-Riverside.com with a CC to HOA@SkylinePropertiesGA.com



FOR HOMEOWNERS' ASSOCIATION USE ONLY:

Agreed to and accepted by Association:

By: Date: Title:

Due to the frequent request for a reservation date on the rental of the Clubhouse and the requester’s failing to remove their reservation when the request is no longer valid. We will have to institute the following rule for the Clubhouse rental.

The rental of the Clubhouse is secured on a first come, first served basis to those persons that provide a signed rental agreement along with two checks to the Clubhouse Committee Chairperson or their designee. The two checks will be for the rental charge/cleaning fee and the security deposit of the Clubhouse. Once the rental contract is returned approved by the Clubhouse Committee, the rental will be considered secured.