

CLUBHOUSE RENTAL AGREEMENT AND RELEASE

The Legacy Park Clubhouse is available to Legacy Park residents to host private parties and community events. Residents must be in good standing with HOA in order to rent the Clubhouse for a private party. Rental of the Clubhouse is limited to use of the Clubhouse. Use of the common areas, including the tennis courts, lawn areas, parking lots, and pools, **are not** included in the rental agreement for the Clubhouse.

Homeowner’s printed name: _____

Renter’s printed name (if different): _____

Homeowner’s Legacy Park Address: _____

Today’s Date: _____ Date of function: _____

Time of Function – Check the time block(s) below:

Monday – Thursday:

- 8:30 am – 11:30 am
- Noon – 3:00 pm
- 3:30 pm – 6:30 pm
- 7:00 pm – 10 pm

Friday:

- 8:30 am – 11:30 am
- Noon – 4:00 pm
- 5:00 pm – 11:00 pm

Saturday:

- 9:00 am – Noon
- 12:30 pm – 4:30 pm
- 5:00 pm – 11 pm

Sunday:

- 10:00 am – 2:00 pm
- 2:30 pm – 6:30 pm
- 7:00 pm – 10:00 pm

Area to rent: _____ Rental Fee: _____

Home Phone: (____) _____ Work Phone: (____) _____

Homeowner’s email address: _____

I am renting the Clubhouse for the purpose of _____

The number of guests that I plan to have is _____ (maximum is ____). The number of guests who are Legacy Park residents: _____ (for HOA statistical use only).

This agreement is between the Legacy Park Community Association, Inc. (“HOA”) and the undersigned Legacy Park homeowner (“Homeowner”). Reservations for use of the Legacy Park Clubhouse are made on a first-come, first-served basis up to ***ninety (90) days in advance*** of the date of planned use. To guarantee a reservation, the full rental fee, the \$200.00 security deposit, and the Clubhouse Rental Agreement and Release must be remitted to the Legacy Park Management Office. The check is to be made out to the Legacy Park Community Association, Inc. **and will be deposited at the time the HOA receives the check.** The kitchen has a warming drawer, microwave oven, refrigerator, and ice maker only.

The HOA reserves the right to cancel a reservation at any time. Such cancellations might occur, for example, if the Clubhouse suffers damage or system failure that cannot be repaired in time for the scheduled use, the HOA has a compelling need to use the Clubhouse for an official purpose or in the event of a catastrophe or an act of God. In the event of such cancellation by the HOA, the rental fee will be returned to the Homeowner and the Homeowner will not hold Legacy Park Community Association, Inc. liable for cancellation of the reservation. Advance notification will be given to the Homeowner.

All reservations will be posted on the Clubhouse calendar as soon as the deposit, rental fee, and signed Agreement and Release are received. **No one will be allowed to enter the Clubhouse before their rental time, please allow for all setup and clean up in your rental time block.** Reservations must be canceled at least 30 days in advance, or the security deposit will be forfeited. Reservations must be canceled at least 2 weeks in advance, or the rental fee will be forfeited in addition to the security deposit.

Security Deposit \$ _____ Rental Fee \$ _____ Total \$ _____

Name of payee, if different from Renter: _____. *The security deposit refund will be issued to the Legacy Park Homeowner.*

The undersigned Homeowner has read and agrees to be bound by the Legacy Park Clubhouse Rules and Rental Guidelines included with this document and to have the premises cleaned within the rental period as described in the Clubhouse Clean-up Procedures which are also included with this document.

The security deposit is refundable provided the areas are returned to their pre-rental condition. An inspection walk-through is required with the designated HOA representative before and after the scheduled event and any discrepancies should be noted on the back of this form. The Renter **must be present to sign in at the designated time**, and at all times at the function for which the Clubhouse is rented and must be the primary host of the event. **At no time shall the Clubhouse be left unattended once it is unlocked.** The security deposit is to be refunded within 10 business days after the event, providing the Association Member or tenant and the designated HOA representative have completed the checklist and no damage or loss has occurred and there have been no infractions of the Clubhouse rules.

HOA Disclosure: *Please be advised that Legacy Park is an active community and other community events may occur during or near the time of your scheduled event. Events being held at the main pool; tennis courts or amphitheater may limit the available parking in the community parking lot. If the community parking lot is full, parking on the circle is allowed. However, any cars illegally parked will be subject to fines and towing.*

Outdoor events at the main pool or amphitheater may also involve live or recorded music that will be audible inside the clubhouse during your event. If a tenant leases the Clubhouse, the homeowner, and the tenant must both sign the required rental agreement and release.

Renter's Signature	_____	Date	_____
Homeowner's Signature	_____	Date	_____
HOA Representative's Signature	_____	Date	_____

Rental Fees

The Clubhouse is reserved in 3 or 4 hour set time blocks, with the exception of Friday and Saturday nights; the options for renting it are as follows:

- (1) Total exclusive rights to the Clubhouse level \$200.00.
 - (2) Non-peak blocks are available at a reduced rate of \$75.00.
- Non-peak blocks: weekdays 8:30 am – 11:30 am / Noon-3:00 pm / Noon – 4:00 pm on Friday**

*******Signage for the event may only be Legacy Park "Clubhouse Event" directional signs, which are available from the HOA. They must be returned in good condition for a refund of the security deposit. Balloons may be tied to the signs but must be removed upon return. Any unauthorized sign violates Legacy Park covenants and will result in forfeiture of deposit. *******

Friday and Saturday Evenings – On Friday and Saturday evenings, the Clubhouse can only be reserved from 5:00 pm – 11:00 pm for a total rental fee of \$400.00.

The clubhouse is not available to rent on the following holidays:

New Years Eve	Memorial Day	Halloween
New Years Day	Independence Day	Thanksgiving Day
Easter	Labor Day	Christmas Eve & Christmas Day

CLUBHOUSE SPECIAL STIPULATIONS

The renter, or designated adult, must be present at check-in for the walk-through. The clubhouse will not be left unattended once unlocked.

The kitchen has a warming drawer, microwave oven, refrigerator and ice maker only.

Pool & deck: use of the pool is not included when renting the clubhouse. The deck around the clubhouse is not exclusive to an event; Legacy Park residents are not prohibited from use of the deck during private events.

There will be a late fee charged to the renting homeowner if the Clubhouse is not vacated by the end of the reserved time block or if the homeowner arrives late without prior notice. The late fee is \$50 for the first half-hour and \$75 for each subsequent half-hour.

All tables and chairs back as shown by pictures on doors (\$50 charge if not).

Decorations: tacks or adhesives that would peel the paint or sheetrock **are prohibited**. The tape must be removed from all windows.

Fireworks and bounce houses are not permitted to be on Legacy Park's property for private events.

Grills: grills may be used but must be placed in the grassy area near the pickleball court, closer to the paved turnaround. The smoke from the grill will set off the fire alarm, requiring the building to be vacated and emergency personnel to be deployed. If the grill causes the alarm to be activated due to improper placement, the security deposit will be forfeited.

Fog/Smoke Machine: these machines are **prohibited** from being used inside or around the Clubhouse. If one is used and causes the alarm to be activated, the security deposit will be forfeited.

No loud music or music with explicit or offensive lyrics may be played or broadcast outside of the Clubhouse.

The clubhouse will be decorated for the holiday season from mid-November through mid-January. Decorations are not allowed to be removed or changed during this time. Please plan accordingly.

HOA Disclosure:

Please be advised that Legacy Park is an active community and other community events may occur during or near the time of your scheduled event. Events being held at the main pool; tennis courts or amphitheater may limit the available parking in the community parking lot. If the community parking lot is full, parking on the circle is allowed. However, any cars illegally parked will be subject to fines and towing.

Outdoor events at the main pool or amphitheater may also involve live or recorded music that will be audible inside the clubhouse during your event.

IMPORTANT NOTE: You will incur charges that will be deducted from your security deposit for any damages, carpet stains, etc. that occur during your rental time.

Renter's Initials _____

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT is made and entered into this ____ day of _____ 20 ____ (the “Effective Date”), by and among Legacy Park Community Association Inc. (hereinafter referred to as “Association”) and _____ (“Renter (s)”).

WITNESSTH:

WHEREAS, Association is a Georgia non-profit corporation which manages the common areas of the association; and

WHEREAS, Renter(s) has agreed to rent the clubhouse from the Association which is set forth in the attached Agreement;

NOW, THEREFORE, in consideration of the mutual promises hereinafter stated and the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. INDEMNIFICATION AND HOLD HARMLESS

Renter agrees to indemnify and hold harmless the Association, its officers, directors, employees, members and other representatives for any and all liability loss, cause of action, claim or demand, including but not limited to, attorney’s fees, which Association may incur as the result of claims or lawsuits arising out of or in connection with any negligent act or omission on the part of Renter (s) or its guests, its agents, officers, employees, sub-contractors and other representatives for or related to the rental of the clubhouse by the Renter under the attached Agreement. Association reserves the right to jointly defend, with Renter(s), any claims, demand or suits which arise out of, or are connected with, the renting of the clubhouse d by Renter(s) under the attached Agreement at the sole discretion of Association. Renter, upon written demand by Association, shall assume and defend at Renter(s)’ sole cost and expense, any and all such suits or defense of claims.

2. SEVERABILITY

This Agreement shall be governed by the laws of the State of Georgia, and the invalidity of any one or more of the words, phrases, sentences, clauses, sections, subdivisions or subparagraphs contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part thereof, all of which are inserted conditionally on their being valid in law, and in the event one or more of the words, phrases, sentences, clauses, sections, subdivisions or subparagraphs contained herein shall be invalid, this instrument shall be construed as if such invalid portion had not been inserted, and if such invalidity shall be caused by the length of any period of time or the size of any area set forth in any part hereof, such period of time or such area, or both, shall be considered to be reduced to a period or area which would cure such invalidity.

3. WAIVER

Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof, shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of any right or power hereunder, at any one time or more times, be deemed a waiver or relinquishment of such right or power at any other time or times.

4. ENTIRE AGREEMENT

This Agreement embodies the entire agreement of the parties hereto relating to the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding upon any party unless made in writing and duly signed.

5. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6. NO ASSIGNMENT

The rights and obligations of Association and Renter(s) under this Agreement shall not be subject to assignment or alienation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

LEGACY PARK COMMUNITY ASSOCIATION, INC.

By: _____

Title: _____

Renter(s)

By: _____

Homeowner(s) *(if different)*

By: _____

