

CEDAR GROVE VILLAGE HOMEOWNER'S ASSOCIATION, INC
CLUBHOUSE RESERVATION AGREEMENT

Reservations are to be made at least two weeks in advance by sending payments along with this disclaimer.

Clubhouse event hours are Sunday - Saturday, 9am - 11pm; includes, set-up/check-in, actual event time, and clean up/check-out.

In consideration for the Cedar Grove Homeowners Association allowing me the exclusive use of the Cedar Grove Clubhouse and equipment and furnishings, I, the undersigned, agree as follows:

1. I agree to reserve the Clubhouse of Cedar Grove Village Homeowners Association on _____, 20____ 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.
3. The party or other function will be held between the hours of _____ and _____ on the date noted above. I understand that 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 forfeiture of my deposit.
4. **I will make a non-refundable rental fee in the amount of \$175.00 and a refundable deposit in the amount of \$100.00 (two separate checks), which are due and payable upon submission of this Application and Agreement.** I further understand and agree that the refundable deposit will be used to pay for cleaning costs and any and all damages resulting to the Clubhouse, its contents, or any other portion of the property from any actions or any actions of persons present at, or attending, or in any other way related to my function. I understand that any charges made against my refundable deposit will be explained. If the cost of repairs exceeds the amount of my refundable 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 as provided for in the Association's Declaration and Bylaws, and all Clubhouse privileges will be revoked.

5. I assume all responsibility, risks, liabilities and hazards incidental to the activities applied for (including, the serving of alcohol beverages, which I understand is prohibited), and hereby release and forever discharge the Association, its officers, directors, employees, agents and members, past, present and future, from any and all claims, cost, 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. If the appurtenances of the Clubhouse will be used by such things as play equipment, tents or any other use, then a Release of All Claims for each item must be signed by the Resident. Please list all such items below: _____

6. I agree to indemnify and hold harmless the Association, its officers, directors, employees, agents and members, 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 Association or any other person which arise from or are in any way related to the above activity, whether or not caused by the Association's negligence.

7. 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, Bylaws 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 Association's Board of Directors, result in forfeiture of my refundable deposit.

8. I understand that I am being granted the exclusive use 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.

9. I am at least (18) 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 Association shall have the right to take possession of the Clubhouse and instruct my guests to leave the property. A security guard must be hired for any group of (30) or more with a majority of members between the ages of 16 and 25.
10. No vehicles shall be parked on the common area lawns. No animals shall be allowed in the clubhouse or on the common area grounds or appurtenances.
11. In the event of cancellation of my reservation (48) hours or more before the reservation date, the refundable deposit will be refunded in full. Cancellation after this time period will result in a charge of \$50.00, which will be subtracted from the rental fee.
12. Subject to those deductions provided for in this Agreement, the refundable deposit will be refunded in whole or in part by mail.
13. I agree to clean the facilities within two hours after use. This includes cleaning all kitchen, bathroom and common areas as needed. Cleaning supplies as well as a mop, broom and vacuum cleaner will be provided. If the clubhouse is not cleaned after use, then a portion of the refundable deposit will be held to cover the cost of having a professional cleaner come in.
14. 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 received by the Management Company.
15. I have carefully read and understand this agreement and the attached Rules and Regulations and agree to be bound by its terms.

Name _____ Address _____

Cell# _____ Email _____

Signature _____ Date _____

*** Please make checks payable to Cedar Grove HOA

PLEASE SEND PAYMENTS TO:

**CEDAR GROVE VILLAGE HOA
c/o CMA
1465 Northside Drive, Suite 128
Atlanta, GA 30318**

RELEASE OF ALL CLAIMS

For and in consideration of the use of the common area property of Cedar Grove Village Homeowners Association, Inc. for the installation of a

_____, (Resident Name) _____

a residence of Cedar Grove Village Homeowners Association, Inc. and his/her guests hereby release and forever discharge, and by these presents do hereby remise, release and forever discharge Cedar Grove Village Homeowners Association, Inc., its officers, directors, attorneys, managers, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, agents and assigns, and all other persons, firms or corporations who are or might be liable, of and from any and all claims, demands, rights, causes of action, actions, damages, costs, expenses and compensation, of whatever kind or character, including, but not limited to claims arising out of any injury or injuries that may occur out of the use of the CLUBHOUSE on the common area property of the Cedar Grove Village, including any and all common law or statutory, claims arising out of the use of the CLUBHOUSE on the common area property of the Cedar Grove Village Community.

The undersigned, for herself and for her guests, do hereby covenant and agree to indemnify and save harmless Cedar Grove Village Homeowners Association, Inc., its officers, directors, attorneys, managers, servants, representative, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, agents and assigns, and all other persons, firms or corporations from any and every claim or demand of every kind or character henceforth made or asserted by any person, firm or corporation on account of or in any way growing out of any and all damages to or sustained by the undersigned and her guests while using the CLUBHOUSE on the common area property of the Cedar Grove Village Community.

The undersigned hereby represent, declare and agree that she is over the age of 18 years and is legally competent to execute this release individually and on behalf of her guests, that the terms of this release have been completely and carefully read and are fully understood, that she relies wholly upon her own

judgment, belief and knowledge of the nature, extent and duration of any damages incurred by the use of the CLUBHOUSE on the common area property of the Cedar Grove Village Community and for the express purpose of precluding forever any and all claims arising out of the aforesaid matter. The undersigned further acknowledges and agrees that she will be responsible for repairing and damaged common area property of the Cedar Grove Village, including, but not limited to the common area grass where the _____ will be placed.

The undersigned further states that this release contains the entire agreement between the parties here to and the terms of this release are contractual and not a mere recital and that she sign the same as her own free act and deed.

The undersigned has read this release and the terms used herein, and the consequences hereof have been explained to her by her legal counsel, prior to the execution of this document.

WITNESS the hand of the undersigned, this _____ day of _____, 20_____.

Signature _____

Printed Name _____

Street Address _____

Special Covid-19 Rules: In consideration for the use of the Clubhouse, and other good and valuable consideration, you agree to the terms above and as follows:

I understand and acknowledge that use of the Clubhouse may be generally hazardous and pose a heightened risk of exposure to COVID-19 and/or other viruses, and I knowingly accept and assume this risk. I understand and agree that I may not and will not access or use the Clubhouse if, within the previous 14 days, I have been: (i) diagnosed with COVID-19; (ii) exhibited any symptoms of COVID-19 or other flu-like symptoms; or (iii) knowingly exposed to anyone suspected or confirmed to have COVID-19. In such case, I may not and will not access the Clubhouse until I have complied with all CDC recommended and applicable quarantine guidelines, no longer have any symptoms, and am not subject to any Order from Governor Kemp that may prohibit such access or use. The Association reserves the right to revoke my right to use the Clubhouse at any time for any reason for any violation of this Agreement, or with or without cause.

At all times during my use of the Clubhouse, I will practice and enforce among my guests social distancing in accordance with all applicable governmental orders and CDC and Georgia Department of Public Health ("DPH") guidelines. I agree nothing herein creates a duty for the Association to provide security, sanitation or safety measures, and I will perform all appropriate cleaning and sanitizing at and during the event per CDC and DPH guidelines.