

Seasons at Pendergrass Community Association, Inc.

Clubhouse Rental Agreement

Renter: _____
Address: _____
Telephone: _____
Email: _____
Rental Date: _____
Purpose: _____
Event Start and End times: _____

Homeowner (renter) must be in good standing to rent the clubhouse.

Two checks are to be included with this Rental Agreement (made payable to: **Seasons at Pendergrass CA**).

The rental Fee for the clubhouse is \$225.00 plus a \$150.00 security deposit which will be deposited.

It will be returned when the following checklist items are completed and verified by management, or a designated person appointed by management.

If any of the checklist items are not completed, you will be charged for cleaning at full contract rate or \$25.00 per item at management discretion. If you stop payment on your check, you will be charged \$50.00 and the amount will stay on your records with the Association as an amount due to the Seasons at Pendergrass Community Association, Inc.

After Use: Cleanup and Inspection These items must be completed immediately after each rental.

- a. Clean all items used such as tables, stove, sinks, ovens, etc. Make sure all flat surfaces are wiped clean with a damp cloth or sponge.
- b. Return all furniture to original position. Brush off crumbs and debris and wipe down as needed.
- c. Sweep all floors and remove any trash or debris, mop if needed.
- d. Outdoor area should be clean and free of trash, debris, cigarette butts etc.
- e. Remove food and dishes from the refrigerator/freezer and clean as required.
- f. *****All trash from the rental must be removed off the clubhouse premise and taken with you for disposal. (Remove and dispose of all trash from the Clubhouse and restrooms, in order to prevent health problems).**
- g. Reset thermostat to 78 degrees in the summer or 60 degrees in the winter.
- h. Turn off all lights (exterior security lighting does not apply).
- i. Check and lock all doors and windows before leaving.

Special Conditions

- a. Maximum capacity inside the Clubhouse is 75 people.
- b. There must be a thorough and clear access to the exits at all times. All doors and windows should remain closed at all times.
- c. NO SMOKING inside the Clubhouse or near doorways.
- d. In consideration of your neighbors living adjacent to the Clubhouse, the facility must be vacated by 10 p.m.
- e. **NOTHING MAY BE ATTACHED TO THE CLUBHOUSE WALLS (INTERIOR or EXTERIOR) WITH ADHESIVE, TAPE, GLUE, TACKS AND/OR NAILS.**
- f. No candles are allowed in the clubhouse with the exception of flameless candles which are permitted.
- g. Jumping houses or any other erected structures are not permitted on community grounds.
- h. NO animals allowed in the clubhouse.
- i. No wet swimsuit attire is allowed in the clubhouse at any time.
- j. Please respect neighboring properties and keep noise at a level heard only inside the Clubhouse.

Reservations

- a. Reservations should be made at least 10 days prior to the event to allow time for proper cleaning and clubhouse opening/closing accommodations.
- b. Reservations are not binding until checks have been received by management.
- c. If a reservation should need to be canceled, a minimum of five days advanced notice is required or the renter will be charged the \$125.00 rental fee.
- d. **This reservation does not include exclusive use of the pool or other amenity areas; they are for the use of all owners and their families at all times.**
- e. The Seasons at Pendergrass property owner (renter) who reserves the clubhouse **must be present at ALL TIMES during the rental.**
- f. Any abuse of the Clubhouse or the clubhouse rental policies by the renter or renter's guests may result in revocation of the privilege of its use.
- g. **NO THIRD PARTY RESERVATIONS WILL BE ACCEPTED.**
- h. **THE CLUBHOUSE MAY NOT BE RESERVED FOR OR USED BY ANY PROPERTY OWNER FOR COMMERCIAL OR PROFIT ENTERPRISE including recruiting, training, etc. It may be used for charitable non-profit purposes by invitation only.**

Responsibility and Liability

The undersigned (Renter) shall be financially responsible for any and all damage(s) occurring to the Clubhouse during their use. Further, the undersigned agrees to pay for said damage(s) or exceptional cleaning costs within ten (10) days of billing. Any collection and/or legal costs incurred by Seasons at Pendergrass Community Association, Inc. in the collection of said debt will also be the sole responsibility of the Renter. All damages will be the responsibility of the homeowner; the amount is not limited to the damage deposit.

Renter on behalf of his/her self, his/her heirs, successors and assigns, and on behalf of his/her guests and invitees, their heirs, successors, and assigns, agrees to indemnify, defend and hold harmless the Seasons at Pendergrass Homeowners Association, Inc. and their respective officers, directors, agents, members, successors, and assigns against any and all claims, demands, damages, costs and expenses, including reasonable attorney fees arising from the use of the facilities, including the buildings and sidewalks adjoining same, by the Renter, his or her guests, and invitees, or as result of any activity including the consumption of alcohol or other intoxicating substances, engaged in by any such person while using the facility. In the event any action or proceeding is brought against the Seasons at Pendergrass Community Association, Inc. their respective officers, directors, agents, members, successors, or assigns by reason of any such claim, renter covenants and agrees to pay all costs of defense of such action or proceeding by council satisfactory to the Seasons at Pendergrass Community Association, Inc. The foregoing indemnification and defense obligations shall not be conditioned upon the availability of insurance coverage and renter's failure to obtain insurance coverage or the refusal of the insurer to pay any claim or otherwise assist renter in fulfilling such obligations shall not relieve renter of the indemnification and defense obligations set forth herein.

I have read all the rental policy information and by signing below, I agree to comply with the provisions of this rental agreement. I understand and agree to the Responsibility and Liability terms. I understand that my security deposit may be forfeited, or I may be billed for any damages as a result of the actions of my rental on the rental date referenced above.

Signature: _____

Date: _____

The Rental Agreement can be emailed or faxed to: tammy@hoaservicesnc.com
Direct 706-654-0055 Ext 103

Please mail checks to:

seasons at Pendergrass Community Association, Inc.
c/o HOA Services Inc
5867 GA Hwy 124, Suite B
Hoschton, GA 30548