

**HIDDEN SPRINGS TOWNHOMES ASSOCIATION
CLUBHOUSE RESERVATION AGREEMENT**

The Hidden Springs Clubhouse is for the express use of community homeowners in good standing. It is available for social events, club meetings and HOA sponsored programs but not for commercial ventures.

In consideration of the Hidden Springs Townhomes Association (the "Association") allowing the Undersigned the exclusive use of the HIDDEN SPRINGS Clubhouse (the "Clubhouse") equipment and furnishings therein, I the undersigned, agree as follows:

1. The undersigned agrees to reserve the Clubhouse of the Association on the _____ day of _____ 20____, under the terms and conditions set forth below.

2. The undersigned is reserving the Clubhouse for the purpose of _____, which will be attended by not more than _____ persons.

3. This function will be held between the hours of _____ and _____ on the date noted above. **The undersigned understands that the continued use of the Clubhouse after hours for which it has been reserved will constitute a breach of this Reservation Agreement and will result in the forfeiture of the security deposit by the undersigned.**

4. The undersigned will make a security deposit in the amount of **\$500.00 and rental fee of \$75.00**, which is due and payable upon execution of the Reservation Agreement. The undersigned understand and agrees that the security deposit will be used to pay for any and all damages resulting to the Clubhouse, its contents, or any other portion of the property from any action of the undersigned or action of person present at or attending or in any other way related to the function as well as returning the clubhouse clean per the cleaning list. The undersigned understand that any charges made against the security deposit will be explained. **If the clubhouse is not left in the same order it was found the security deposit will be retained and a \$50.00 cleaning fee will be deducted from refund plus any direct costs to repair any damage.** A \$25.00 charge for the loss of the remote to the T.V. If the cost of repairs exceeds the amount of the security deposit, the undersigned agrees to pay the Association the full cost of all repairs within ten (10) days of receipt of a written notice explaining the damage and an itemized bill from the Association for such repairs. The undersigned agrees that all deposits, fees and expenses incurred by the Association as a result of the use of the Clubhouse under this Reservation Agreement shall be considered an assessment and constitute a lien against the property of the undersigned and shall be fully collectible as stated in the Associations Declaration and By-Laws.

5. The Undersigned assumes all responsibility, risks, liabilities and hazards incidental to the activities applied for 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 damages to or destruction of property arising from use of the Clubhouse and its appurtenances by the undersigned.

6. The undersigned further agrees to indemnify and hold harmless the Association, it's officers, directors, employees, agents, and members, past, present and future, from and all claims, costs, causes of action and liability, (including, but not limited to, attorney fees) for any injury to either persons or property, suffered by the undersigned, and the undersigned family members,

employers, agents, servants, guest, invitees or any member of the Association or any other persons which rise from or are in any way related to the above function, whether or not caused by the Associations negligence.

7. The undersigned assumes all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to the undersigned function and agrees to be personally responsible for causing all such persons to comply with the Association By-Laws person present at, attending, or in any other way related to the undersigned function may at the sole discretion of the Associations Board of Directors, result in forfeiture of the security deposit.

8. The undersigned understands that they are 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 use by the undersigned thereof should the conduct of any persons using the facility endanger the health, safety or well-being of any person or constitute a threat of any property.

9. As an HIDDEN SPRINGS Homeowner the undersigned certified and that the undersigned will be in attendance at the function. The undersigned hereby agrees and represents that the Clubhouse will be used for lawful purposes only and that if any conduct at the function the undersigned is sponsoring violates Federal, State or Local laws or ordinances, the undersigned rights to the use of the Clubhouse under this reservation agreement shall be terminated and the Association shall have the right to take possession of the Clubhouse and instruct any persons present at, attending or in any other way related to the function, to leave the property.

10. In the event of a cancellation of the reservation by the undersigned, forty- eight (48) hours before the reservation date, the deposit of \$500.00 will be refunded in full. Cancellation after this time period will result in a charge of \$100.00, which will be deducted from the security deposit.

11. Subject to those deductions provided for in this Reservation Agreement, the deposit will be refunded in whole in party by mail or in person upon receipt of the completed Clubhouse Reservation Check List and key return.

12. The undersigned agrees to return the Clubhouse to the condition in which it was found. A copy of the Reservation Checklist attached hereby incorporated as part of the Reservation Agreement. CHECK LIST MUST BE RETURNED AFTER USAGE OF CLUBHOUSE IN ORDER TO ASSURE RETURN OF THE DEPOSIT FEE.

13. The Clubhouse is a smoke free facility. Smoking will only be permitted on the main level outer deck/porch. Smoking will not be permitted in or around any entryway.

14. The undersigned understands that the reservation of the Clubhouse on the aforementioned date will not be confirmed nor will this reservation agreement be binding until such time as the Association has executed this Reservation Agreement.

15. Clubhouse rental does not include the pool area.

16. The undersigned has carefully read and understands this Reservation Agreement and the aforementioned rules and agrees to be bound by the terms.

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

HOME PHONE _____ BUSINESS PHONE _____

SIGNATURE _____ DATE _____

Payment is to be made payable to
Hidden Springs Townhomes HOA, Inc.
100 Spring Way Square
Canton, Georgia 30114

Business Hours:
Monday -Friday
8:00 to 5:00.

*HIDDEN SPRINGS TOWNHOMES ASSOCIATION CLUBHOUSE
RESERVATION CHECKLIST*

MAIN LEVEL FOYER/GREAT ROOM

- Furniture and décor returned to original location
- Decorations have been removed and taken or discarded properly
- Garbage has been emptied and bags placed in Roll off container
- Debris on furniture, countertops, and floor have been wiped down and vacuumed
- Fan & interior lights turned off
- Exterior lights turned off
- All exterior doors locked (Front Door and Clubhouse / Bathroom Door)