North Forke Plantation Homeowners Association Clubhouse Usage Guidelines



REVISED 5/31/2023

CLUBHOUSE USAGE GUIDELINES

The address of the clubhouse is <u>1575 Natchez Way, Grayson, GA 30017</u>. This address is for directional purposes only. The Post Office <u>does not</u> deliver mail to this address. To rent the clubhouse or to check the availability please log in to the portal at <u>www.cmacommunities.com</u>, then click on Calendar & Events, then Amenity Calendar.

The clubhouse may be reserved by residents of North Forke Plantation Homeowners Association Inc. for private social, not-for-profit engagements provided that all dues and special assessments are current, and no outstanding liens or covenant violations exist. The clubhouse may be reserved only for private events that are <u>personally hosted and fully paid for</u> by a North Forke Plantation resident. The clubhouse may <u>not</u> be reserved for any event that is subsidized in whole or in part by outside individuals or outside organizations.

Neighborhood-sanctioned and certain civic groups led by North Forke Plantation Homeowners Association Inc. residents may reserve the clubhouse for their regular meetings (i.e., Board meetings, Committee meetings, Bible Study, Scout meetings, etc.) provided that (1) a group coordinator is identified who will sign a statement accepting responsibility for damages and necessary cleaning that the Association incurs as a result of their time of use, and that (2) furniture and accessories are not moved during their use. Please read the clubhouse usage and guidelines, fill out the **Proposal Form for NFP Clubhouse Clubs/Meetings** and submit all completed documents on the portal under New Reservation Request. All payments and deposits must be paid via the portal to secure the clubhouse reservation.

EVENTS

The clubhouse belongs to the North Forke Plantation Homeowners Association Inc. (NFPHA). The Clubhouse Committee is dedicated to keeping the clubhouse in good repair and protecting this asset. For this reason, requests to hold certain events may be denied should they be inconsistent with this commitment and when the clubhouse needs repairs or being renovated.

Both the upper and lower levels may be reserved however only specific categories of events will be approved in the lower level of the clubhouse. The following list provides a general overview of the types of events that are approved in the clubhouse. Please note that this list is not meant to be all-inclusive. If a request is received for an event that is not listed below, a determination of its suitability will be made by the Clubhouse Committee and/or the NFPHA Board of Directors.

1. EVENTS APPROVED FOR EITHER LEVEL OF THE CLUBHOUSE: Adult socials; Neighborhood-Sanctioned Teen Socials; Anniversary Parties; Adult Birthday Parties; Weddings and Wedding Receptions of North Forke Plantation Homeowners Association Inc. residents only, to include adult children and step-children of those residents; any event that is not subsidized in whole or in part by outside individuals or an outside organization; approved events where the majority of the guests are over the age of 21. At all events where guests under the age of 21 years are present, there must be a ratio of 1 supervising adult for each 10 guests under the age of 21.

- 2. EVENTS APPROVED ONLY FOR THE LOWER LEVEL OF THE CLUBHOUSE: Children and Teen parties; Graduation Parties where many of the guests are <u>under the age of 21</u>. At <u>all</u> events where guests under the age of 21 years are present, there must be a ratio of <u>1</u> supervising adult for each 10 guests under the age of 21.
- 3. EVENTS NOT PERMITTED IN THE CLUBHOUSE: Any event where the owner/resident has offered the clubhouse for use by a Non-North Forke Plantation Homeowners Association Inc. resident or by an outside organization's use and is not personally hosting and personally paying for the event; weddings or wedding receptions of persons other than those listed in Item #1; events where the appropriate ratio of adults to persons under the age of 21 years has not been satisfied; and other events that are not listed that may be determined by the Clubhouse Committee to be unsuitable.

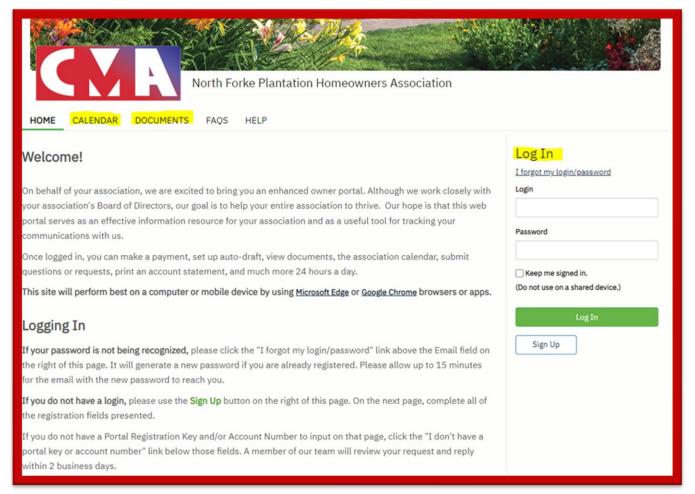
PROCEDURES

- All clubhouse reservations must be made on the <u>CMA Website</u> and to confirm the date of availability. To access the website, go to https://portal.cmacommunities.com/home_v2/Login (copy and paste). The clubhouse reservation documents are available on the portal under Documents, Amenities, then Clubhouse. The forms are also available on the North Forke Plantation Homeowners Association Inc. Website. https://northforkeplantation.com/clubhouse
- 2. The forms, deposit and applicable reservation fee must be filled out, signed, and submitted online via the clubhouse reservation section. Click on Calendars, Amenity Calendars, then Clubhouse Reservation. Remember to add your fob number on the Release and Indemnification form. This information is needed to set up access to the clubhouse on the day of the event.
- 3. Reservations will be processed on a first-come, first-serve basis. Only one clubhouse event reservation is permitted per day.
- 4. Reservations must be made at least one week prior to the event.
- 5. Reservations must be canceled at least 72 hours prior to the event. Failure to do so will result in forfeiting the clubhouse deposit.
- 6. The resident/owner must first review the entire Clubhouse Usage Guidelines to become completely informed of the responsibilities.
- 7. The resident/owner must complete the Release and Indemnification form and submit the completed document on the portal. Please note Do not forget to add your fob # located on your amenity card. This will allow the CMA Gate Team to schedule access for you on the day of your event. On the day of your event, your access card will be active from 9:00am to 11:00 pm. If you have special circumstance please ensure you identify this on this form.

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Login on the right side of the screen (pictured and highlighted below).

• Please note that you may need to register first. Please email Mia Ballard <u>mballard@cmacommunities.com</u> for login help.



- 8. The *Clubhouse Pre-Inspection Form* must be completed during a pre-inspection of the clubhouse by a clubhouse committee member. It is the responsibility of the homeowner to inspect the clubhouse prior to the event and report any damage to the clubhouse to the Chair of the Clubhouse Committee. Please schedule the pre-inspection as early as possible. Please contact a member of the clubhouse committee by emailing them at TheNFPClubhouse@gmail.com
- 9. No more than <u>125 people</u> may be scheduled to attend an event in the upper level of the clubhouse, and no more than <u>50 people</u> may be scheduled to attend an event in the lower level of the clubhouse.
- 10. A security deposit of \$500 is due when the reservation is initiated, and documents are submitted. Only the security deposit is refundable provided that no damage or rule violations occur.
- 11. A homeowner is responsible for supplying all needed items for the function and removal of all items. If a transaction is disputed, a homeowner may appeal in writing to CMA

- mballard@Cmacommunities.com .The Board will review all facts provided by the homeowner and will obtain input from the Clubhouse Committee. A final determination will be made by the Board.
- 12. If there are any problems or questions before, during, or after a reserved event, please contact the Clubhouse Committee at TheNFPClubhouse@gmail.com or the Clubhouse Board Liaison on our website.

GENERAL CLUBHOUSE RULES

- 1. Rollerblades, skateboards, bicycles, and strollers are never permitted inside any area of the clubhouse or on the clubhouse deck.
- 2. <u>Smoking is not permitted inside the clubhouse or on the surrounding</u> <u>deck and disabled ramp, or on the concrete patios.</u> When smoking in other areas, all cigarette butts must be extinguished, and the remains collected and discarded in a fire-proof receptacle. They are not to be thrown on the ground, parking lot, or any other area of North Forke Plantation commons areas.
- 3. Serving alcoholic beverages to persons under the age of 21 is not permitted.
- 4. Throwing rice, birdseed, confetti, glitter (etc.) in, around, or at the clubhouse is not permitted.
- 5. Live Bands are not permitted outside the clubhouse.
- 6. Windows and doors should be closed during the event to minimize disturbances to neighbors. (Remember our neighbors live around the clubhouse.)
- 7. If heat and cooling thermostats are adjusted before an event, they must be returned to a reasonable temperature after the event.

Please keep in mind, when using the clubhouse, it is your clubhouse.

Treat it as you would your own home.

Fee Schedule (Make all checks payable to NFPHA)

Number of Attendees	Level (Floor)	Rental Fee	Security Deposit		
Maximum 125	Upper	\$475			
Maximum 50	Lower	\$175	\$500		
Maximum 175	Upper & Lower	\$650			

Please Note: The Rental Fee plus Security Deposit is due at the time of the reservation is made. The deposit will be cashed in and will be reimbursed to the resident/owner <u>after</u> the event post inspection has determined that no damage has occurred and that all conditions of this agreement have been met. If damage or rule violations are found more than \$500.00, you will be billed for the amount in excess, and your security deposit will <u>not</u> be returned via check and mailed at the property address of the resident/owner. Please allow two weeks for the return of security deposits, as applicable.

<u>SURCHARGE FOR BAND / DJ:</u> A surcharge of \$100 will apply for events having a band or DJ. This surcharge is in addition to the above rental and cleaning fees and security deposit.

<u>NEIGHBORHOOD-SANCTIONED EVENTS</u>: No rental fee or security deposit will be charged for neighborhood-sanctioned social events.

CLUBHOUSE USAGE AGREEMENT

I understand and agree to all the following conditions in renting the North Forke Plantation Homeowners Association (NFPHA) Clubhouse:

- 1. I am a homeowner in good standing with the NFPHA. All dues and special assessments are current and there are no outstanding liens or covenant violations exist.
- 2. I possess a working key FOB. I will contact CMA to secure a FOB if I have not already done so before I reserve a date.
- 3. I agree to accept all responsibility for any costs to correct and/or repair any damage done to the furnishings or property on the clubhouse premises in relation to the usage. I understand that it is my responsibility to inspect the clubhouse <u>prior to the event</u> and report any damage to the clubhouse to the Chair of the Clubhouse Committee. (See Item #8 under "Procedures".)
- 4. I agree to pay all required fees outlined in the section titled, "Fee Schedule."
- 5. If I need to cancel, I agree to cancel the reservation on the portal and notify the Chair of the Clubhouse Committee <u>within 72 hours</u> prior to my scheduled reservation. Failure to do so will result in forfeiting the deposit and rental fees.
- 6. I agree to be present at the clubhouse to supervise guests, event service providers, and whenever the clubhouse is occupied to include during event set up/tear down. Non-residents are not permitted in the clubhouse if the resident host is <u>not</u> present on the clubhouse premises. (A \$50 fee will be deducted from the clubhouse rental deposit check if this rule is violated.)
- 7. I agree to remove all trash and place it in the outside bins and to remove all individual property immediately after the reservation ends. Such items include, but are not limited to, holiday decorations, dishes, and supplies. (A \$30 fee will be deducted from the clubhouse rental deposit check if this item is not completed).

- 8. I agree to remove and dispose of trash from inside, from the outside deck, and front walkway. Garbage cans along the back parking lot may be used to discard the trash provided that all trash is placed inside the canisters. (A \$30 fee will be deducted from the clubhouse rental deposit check if this item is not completed).
- 9. I agree to remove any food or drink spills from the countertops, floors, and carpets. (A \$50 fee will be deducted from the clubhouse rental deposit check if this item is not completed).
- 10. I agree to return the furniture to its original position. (A \$25 fee will be deducted from the clubhouse rental deposit check if this item is not completed).
- 11. I agree that furniture will not be removed from the premises or their original level. (A \$50 fee will be deducted from the clubhouse rental deposit check if this occurs).
- 12. I agree to use only masking tape to affix decorations, and I will not use fishing line to mount decorations. I agree that, if used, I will not affix masking tape to the furniture or drywall / wallboard. I also agree to immediately remove all masking tape and other debris (banners, balloons, holiday decorations, etc.) once the event is over. I agree that nothing may be affixed to the furniture or drywall / wallboard for any reason, and no holes are to be drilled or otherwise made in the woodwork (no push pins, etc.) and that nothing may be hung or suspended from the chandeliers. (A \$50 fee will be deducted from the clubhouse rental deposit check if this item is not completed).
- 13. I agree that serving alcoholic beverages to persons under the age of twenty-one is prohibited. Identification may be checked by the Gwinnett County police or an agent of the Association.
- 14. I agree to turn off all lights and lock all doors and windows at the conclusion of the function and adjust heating and cooling thermostats as needed. (A \$75 fee will be deducted from the clubhouse rental deposit check if this item is not completed).
- 15. There are only a limited number of parking spots in front of the clubhouse (approximately twenty-five spots). I understand that it is my responsibility to plan accordingly. I agree to ensure that neighborhood roads are not blocked or impeded by guests invited to the event. If the clubhouse parking lot becomes full, parking on the street is allowed but only on one side or the other with cars parked in normal traffic direction. I understand that to do otherwise is a violation of Gwinnett County regulations, and vehicles can legally be ticketed if a violation occurs. Parking on grass is not permitted. (A \$50 fee will be deducted from the clubhouse rental deposit check if vehicles are parked on the grass.)
- 16. I understand there is a maximum capacity allowed in the clubhouse. I agree to abide by the maximum allowable number of guests in the clubhouse (maximum of 125 in the upper level and a maximum of fifty in the lower level). (A \$50 fee will be deducted from the clubhouse rental deposit if a violation occurs.)

- 17. If my event is held in the <u>upper</u> level of the clubhouse where individuals under the age of twenty-one attend, I will ensure that most of the guests will be <u>over the age of 21 years</u> (see Item #1 under "Events"). At <u>all</u> events where guests under the age of 21 years are present, there must be a ratio of at least <u>one supervising adult for every ten guests under the age of twenty-one.</u> (My entire deposit will be retained if a violation occurs, and I will jeopardize future use of the clubhouse.)
- 18. I understand that the clubhouse may not be reserved for events that are partly or wholly subsidized by outside individuals or organizations. (A \$200 fee will be deducted from the clubhouse rental deposit check if this provision is violated.)
- 19. I have read and agree to abide by the **Clubhouse Usage Agreement**, and I understand failure to do so will result in automatic forfeiture of all or part of the security deposit. (A copy of the rules and furniture floor plan are found in the clubhouse kitchen.)

Release and Indemnification & Pre-Post Inspection Forms

The **Release and Indemnification** form and the **Clubhouse Pre-Inspection** must be signed to acknowledge your responsibilities prior to, during, and after the event and submitted on the portal by the homeowner <u>prior to</u> any clubhouse rental approval.

Note: These forms and other documents are available for download through your homeowner portal on CMA's website. To access the website, go to https://portal.cmacommunities.com/home-v2/Login (cut and paste it)

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RELEASE AND INDEMNIFICATION

<u>Please initial and submit on the portal.</u>

1.	see) agrees to and shall indemnify the NFPHA (Lessor) against and hold the Lessor aless from any and all claims, actions, suits, proceedings, costs, expenses, damages and lities, including attorney's fees, resulting from out of, associated with or resulting from the umption of alcoholic beverages by Lessee or Lessee's guests on the clubhouse premises.					
2.	Lessee expressly and unequivocally agrees to indemnify and hold the Lessor harmless from all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of or relating to any alleged negligent act of the Lessor, imposed upon Lessor, premised upon the consumption of alcoholic beverages of Lessee or Lessee's guests within the clubhouse premises, as described herein					
3.	Lessee, shall further, at his or her own cost and expense, indemnify and hold harmless, an defend any and all suits which may be brought against the Lessor, either alone or i conjunction with others, arising from injury to person or property resulting from or base upon the consumption of alcoholic beverages by Lessee or Lessee's guests within Lessor premises as described herein and shall satisfy, pay and discharge any and all judgments an fines that may be recovered against the Lessor in any such actions					
4.	. It is expressly agreed and understood that Lessor does not condone or promote the consumption of alcoholic beverages within the clubhouse premises nor shall the Lessor under any circumstances provide Lessee or Lessee's guests with alcoholic beverages to be consume within the premise described herein and that Lessee shall be solely responsible for the behavior and the conduct of his or her guests both during and after their presence within the Lessor's clubhouse premises					
5.	I, the Lessee, acknowledge that I have read and understand the North Forke Plantation Homeowners Association Inc. Clubhouse Usage Guidelines which outlines the events, procedures, general clubhouse rules, fee schedule, usage agreement, and the Release and Indemnification form and have retained a copy of same. I agree to abide by all clubhouse usage guidelines					
	Date: Lessee/Homeowner's Full Name:					
	Phone #: Address:					
	Email Address: Event Name:					
	Homeowner's Access Card # Date/Time of Event:					
	Approximate # In Attendance: Utilizing: Upper Lower Upper & Lower					
	Pre - Inspection Date: Inspected By:					
	Post - Inspection Date: Inspected By:					
	*** THE PRE- INSPECTION MUST BE COMPLETED NLT 72 HOURS PRIOR TO THE EVENT					

AND THE POST-INSPECTION MUST BE COMPLETED TO OBTAIN YOUR DEPOSIT.***

This form will be retained in the permanent records of the Clubhouse Committee and Board.

CLUBHOUSE PRE/POST-INSPECTION

***You are <u>encouraged</u> to take digital photos of areas of concern or damage that you see prior to the event.

You are responsible for damage incurred during the event.

Resident:	Address:	Level Renting:
Date of Event:		

Check YES if there is any damage/issues in the Main/Loft area or Lower Level, otherwise check NO.

PRE-	INSPECTION				POST-INSPECTION		
MAIN/LOFT AREA	Yes		If yes, please explain. (Be specific):	Yes		If yes, please explain. (Be specific):	
Hardwood Flooring			<u> </u>			(- mp	
Carpeting / Area Rugs							
Tile Flooring							
Leather Sofas							
Walls and Woodwork							
Coffee / End Tables							
Dining Room Table							
Dining Chairs							
Wood Card Tables							
Side / Club Chairs							
Accessories (as applicable)							
Draperies							
Plantation Shutters							
Appliances							
Sink							
Cabinets & Counters							
Fireplace							
Windows / Doors							
Plumbing							
Light Fixtures/Bulbs							
Paper Towels/Tissue							
Lower Level							
Carpeting							
Vinyl Tile Flooring							
Walls							
White Round Table (3)							
White Folding Tables (4)							
White Folding Chairs (62)							
Brown Folding Tables (2)							
Dry Erase Board							
Light Fixtures/Bulbs							
Plumbing							
Windows / Doors							
Paper Towels/Tissue							
Appliances							
Sink							
Cabinets & Counters							

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CLUBHOUSE PRE/POST-INSPECTION (PAGE 2)

Overall Cleanliness of Facility: Acceptable Unacceptable
If unacceptable, please explain:
PRE-INSPECTION – Date & time completed:
Homeowner's signature:
EOD LIGE DY THE ACCOCLATION OF UDITOLICE COMMITTEE.
FOR USE BY THE ASSOCIATION CLUBHOUSE COMMITTEE: Post-inspection completed on:, by:
Release Full Deposit: Yes No Partial Deposit Does Fee exceed the deposit? If yes,
please indicate the amount: \$
CMA notified date: Homeowner notified date:
If the homeowner will not receive the full deposit, list any conditions or damage that has resulted from the event:

This form will be retained in the permanent records of the Clubhouse Committee and Board.

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