



GRAND HAVEN HOMEOWNERS ASSOCIATION, INC.
CLUBHOUSE HAVEN ROOM RESERVATION AGREEMENT

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

In consideration for the Homeowners Association, Inc. allowing me the exclusive use of the Grand Haven Clubhouse Haven Room including the kitchen and equipment and furnishings, I, the undersigned, agree as follows:

1. I agree to reserve the Haven Room of the Grand Haven Homeowners Association on _____, 20__ under the terms and conditions set forth below.
2. I am reserving the Haven Room 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 (all reservations include 1 hour before for set up time and 1 hour after for cleaning). I understand that continued use of the Haven Room 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 \$50.00 and a refundable deposit in the amount of \$250.00 (two separate checks), which are due and payable upon submission of this Application and Agreement. In addition to the two separate checks, I agree to provide the Association with my credit card information (type of credit card, credit card number, expiration date, and security code) to hold on file in the case there are damages sustained that exceed the deposit amount. The refundable deposit will not be cashed and will be returned after the function, assuming no clubhouse damage has been incurred. 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 and allow the Association to charge my credit card for the full amount required. I understand that any costs made against my credit card will be explained. 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.
6. I assume all responsibility, risks, liabilities, and hazards incidental to the activities applied for (including, the serving of alcohol beverages), 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.
7. 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



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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.

8. 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.

9. I understand that I am being granted the exclusive use of the Haven Room 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.

10. I am a resident of the community and will be in attendance at my function. I understand that I must be the host for the event. No children parties are allowed. I hereby agree and represent that the Haven Room 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.

11. No vehicles shall be parked on the common area lawns. No animals shall be allowed in the clubhouse (other than service animals) or on the common area grounds or appurtenances.

12. 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. No paper goods (plates, napkins, cups and silverware), dish towels, paper towels for the kitchen, wash rags for dishes and soap needed are provided.

14. I agree to clean the facilities immediately after use. This includes cleaning the kitchen, bathroom, floors 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.

15. I understand that my reservation of the Haven Room in 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.

16. I have carefully read and understand this agreement and the attached Rules and Regulations and agree to be bound by its terms.

Name _____ Address _____



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Cell# _____ Email _____

Signature _____ Date _____

Please send 2 checks, one for Security deposit and one for the fee.

*** Please make checks payable to Grand Haven Homeowners Association*** **PLEASE SEND PAYMENTS TO:**

Grand Haven Homeowners Association
PO Box 2750 Loganville GA 30052

RELEASE OF ALL CLAIMS:

For and in consideration of the use of the common area property of Grand Haven Homeowners Association, Inc. for the installation of a _____, (Resident Name) _____ a resident of Grand Haven Homeowners Association, Inc. and his/her guests hereby release and forever discharge, and by these presents do hereby remise, release and forever discharge Grand Haven 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 Grand Haven, including any and all common law or statutory, claims arising out of the use of the CLUBHOUSE on the common area property of the Grand Haven Community.

The undersigned, for herself and for her guests, do hereby covenant and agree to indemnify and save harmless Grand Haven 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 or the common area property of the Grand Haven 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 Grand Haven 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 Grand Haven, including, but not limited to the common area grass where the _____ will be placed.



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The undersigned further states that this release contains the entire agreement between the parties hereto 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 thereof 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 _____