

The Del Mar Club at Harbins Owners Association, Inc.

Clubhouse Reservation and Usage Agreement

I understand and agree to all the following conditions in reserving and using the Del Mar Club at Harbins Homeowners Association, Inc. Clubhouse:

On _____ (date), from _____ am / pm to _____ am / pm
for _____ (event) with approximately _____ people attending.

Homeowner's Name (please print)

Homeowner's cell phone number

Homeowner's Address (please print)

Homeowner's Email address

1. I am a Homeowner in good standing with Del Mar Club at Harbins Homeowners Association. (All Annual and Special Assessments are current and no outstanding liens or covenant violations.)
2. I agree to accept any and 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 of the clubhouse. This includes prohibiting use of thumbtacks, nails, staples, glue, etc. to attach anything to the walls, doors, furniture, trim, etc. Furnishings are not to be taken outside. If damage occurs through this type of use, repairs will be made and the cost deducted from the deposit.
3. I agree to pay according to the following deposit and cleaning fee schedule:

Security Deposit (refundable)	\$150.00	Check # _____
Usage Fee (non-refundable)	\$300.00	Check # _____
(Includes cleaning fee)		

4. Payment Options:

- 1) Login to your owner portal and process a payment for \$350 (\$200 usage fee, \$100 cleaning fee, \$150 for security fee.
- 2) Mail two personal checks in the amount of \$150 and \$200 made payable to Del Mar Club at Harbins HOA, Inc. and needs to Community Management Associates two weeks prior to the event. Only the usage fee check will be cashed by CMA and deposited into the Del Mar Club at Harbins HOA operating bank account. Please send the checks and form to:
**Del Mar Club at Harbins HOA,
c/o CMA
1465 Northside Drive, Suite 128
Atlanta, GA 30318**

Send a copy of this form to: reservations@cmacommunities.com

The name and signature on the check should match the name of the Resident of Del Mar Club at Harbins

5. renting the Clubhouse. No Commercial or Third-Party checks accepted.

6. A security deposit check, from Del Mar Club at Harbins HOA, will be refunded after inspection has determined that no damage has occurred and **that all conditions of this agreement have been met. If**

any conditions of this agreement are not met your deposit will not be funded. if damage is found in excess of the security deposit, you will be billed for the excess and your deposit will not be returned.

7. Cancellation of Clubhouse reservation less than 7 days prior to the scheduled function will result in assessment of a **\$30.00 handling fee.**
8. I agree to remove all trash and place in trash containers outside of the Clubhouse, remove all items from the refrigerator and wipe up any spills from the floors or furniture **prior** to vacating the premises. I agree to return the premises to the pre-usage condition including putting the furniture back to its original location.
9. I understand that commercial use of the Clubhouse is not allowed.
10. The maximum number of guests allowed is 50.
11. **The resident Homeowner responsible for scheduling the use of the Clubhouse must be present at all times while the scheduled function is in progress. The resident Homeowner is also responsible for supervising anyone under the age of 21.**
12. Those Residents and their guests who would otherwise be a lawful consumer under applicable city, county and state laws may only consume alcohol. The present minimum age is 21. By allowing the private consumption of alcoholic beverages at Clubhouse functions by homeowners and their guests, The Del Mar Club at Harbins Homeowners Association does not assume liability in any form, implied or otherwise, that may arise as a result of said consumption. The selling of alcohol is strictly prohibited.
13. Smoking in the Clubhouse or around the pool area is strictly prohibited. **(Smoking in the clubhouse will result in a \$2500.00 cleaning fee.)**
14. Hours for the Clubhouse usage are 9:00 am to 12:00 am. Extension of these hours for any reason other than a Homeowners Association function requires written approval of the Homeowners Board of Directors. **Failure to abide by these hours may result in a penalty up to the deposit fee and suspension of use of the Association facilities.**
15. All furniture must be returned to original place or deposit will be lost.
16. The thermostats are preset to return to "unoccupied" status after 4 hours. If needed, simply adjust the temperature, the thermostats will again return to "unoccupied" after 4 hours.
17. Clubhouse doors must be **securely closed** and locked and lights turned off prior to vacating the premises. **Failure to lock clubhouse and turn off lights will result in loss of deposit.**
18. No balloons on strings will be allowed in the clubhouse as they do get caught in the ceiling fan and repair costs will be taken out of the security deposit. Remove all tape, staples or any device used to hang decorations.
19. Animals are prohibited at all times in the Clubhouse and pool area.
20. No inflatable bouncy houses are allowed at the clubhouse, the parking lot area, swimming pool area, or surrounding common area. Violations of this rule can result in future suspension of clubhouse rental.
21. All restrictions outlined in the governing documents apply. The homeowner is responsible for noise control and the behavior of guests including their compliance with all community rules and restrictions.
22. Due to fire hazards, no grills or open flames, including candles, are permitted inside the building.

SPECIAL POOL PROVISIONS

23. Use of clubhouse, does not include exclusive use of pool. Pool to remain open to the entire membership during its normal operating hours. Pool use restriction of four guests per home address.
24. Wet clothing, towels and other bathing attire is not permitted on any furniture. If renting owner wishes to use the pool, have inside clubhouse party first, then leave the clubhouse, and use the pool. (Having wet items in the clubhouse is grounds for expulsion and termination of rental agreement with loss of deposit and suspension of pool rights).

The Homeowner agrees to indemnify and hold harmless the Association, its officers and directors, agents, and employees from and against any and all claims, liabilities, losses, damages, actions, costs, attorney fees, expenses and demands of any party made against the Association, its officers and directors, agents and employees arising out of or in connection with any party or event held in the Clubhouse by a Homeowner pursuant to the reservation agreement or otherwise.

I understand that the Association reserves the right to enter the Clubhouse and terminate my use thereof, should I violate any term hereof or should the conduct of any person using the facility endanger the health, safety, or well-being of any person or constitute a threat to any property.

I understand and agree to all of the above conditions in reserving and using the Del Mar Club at Harbins Clubhouse.

Homeowner's Signature

Date

Please return the completed form and your checks by mail to:

The Del Mar Club at Harbins Owners Assoc., Inc.
c/o CMA
1465 Northside Dr, Ste 128
Atlanta, GA 30318

Clubhouse Entry Process

CMA will activate your electronic access fob for the Clubhouse Reservation.

If you have a problem access the clubhouse during business hours, then please contact CMA at (404) 835-9100

If you have a problem accessing the clubhouse after business hours, call 404-835-9100 clubhouse after business hours and follow the prompts for the after-hours "emergency" option .

Be sure to:

- Leave your name.
- Leave a phone number at which you can be reached.
- Mention that you are calling regarding the Del Mar Club at Harbins Community.
- Mention that you cannot enter the clubhouse for your reservation.

CMA will be paged and return your call to walk you through options to get you access to the clubhouse. ***Note: Do not simply leave a message for an administrator at CMA or email after business hours, because that message will not be addressed until the next business day.***