

**The Del Mar Club at Harbins Homeowners Association, Inc.**

**Clubhouse Reservation and Usage Agreement**

I understand and agree to all of 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 type) with approximately \_\_\_\_\_ people attending.

\_\_\_\_\_  
Homeowner's Name (print) Homeowner's Address  
\_\_\_\_\_  
Homeowner's cell phone number Homeowner's email address

1. I am a Homeowner in good standing with Del Mar Club at Harbins Homeowners Association. All annual assessments are current and there are no outstanding liens or covenant violations.
2. I agree to accept any and all responsibility for 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 the use of thumbtacks, nails, tape, staples, glue, etc. to attach anything to the walls, doors, furniture, trim, etc. This also applies to the exterior of the clubhouse and the surrounding premises. 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. If the cost of repairs exceeds the deposit amount, I understand that I will be billed for the difference in order to make the Association whole.
3. Before processing a payment, Homeowners are encouraged to log into the CMA Owner's portal and view the Clubhouse calendar to be sure the requested date is available.
4. **Payment Options:**  
Payment may be made in one of two ways:
  - a) Log into your owner portal and process a **credit card payment** for \$350 (\$200 usage fee and \$150 security deposit). **Credit Card Authorization #** \_\_\_\_\_
  - b) **Mail two personal checks** in the amounts listed above, made payable to Del Mar Club at Harbins HOA, Inc. to Community Management Associates, no less than two weeks prior to the event. Send the checks and this form to:
    - o Del Mar Club at Harbins HOA, Inc.  
c/o CMA  
1465 Northside Dr., Suite 128  
Atlanta, GA 30318

Email a copy of this form to: [reservations@cmacommunities.com](mailto:reservations@cmacommunities.com)

**BOTH CHECKS WILL BE DEPOSITED AND CASHED. CMA DOES NOT HOLD ANY CHECKS**

5. I agree to pay according to the following security deposit and usage fee schedule:

Security Deposit (refundable)      \$150    Check # \_\_\_\_\_

Usage Fee (non-refundable)      \$200    Check # \_\_\_\_\_

**(Up to 6 hours Rental Time)**

6. Rentals are for **6 hours** at the rate of **\$200.00**. This time includes setup and take down/clean up. Additional hours extended past the 6-hour rental period will incur **\$50.00 fee per hour**. Additional rental time can be requested at the rate of \$50.00 per hour and payment must be submitted with reservation request. The hours for the Clubhouse usage is from 9:00 am to 12:00 am. Extension of these hours for any reason other than a HOA function requires written approval of the HOA 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 amenities.**
7. Failure to clean the clubhouse will result in a \$100.00 cleaning fee taken from the security deposit.
8. The name and signature on the check should match the name of the Homeowner of Del Mar Club at Harbins that is renting the Clubhouse. No commercial or third-party checks will be accepted.
9. A security deposit check, from Del Mar Club at Harbins HOA, will be refunded after inspection has occurred and it has been determined that no damage is noted, and all conditions of this agreement have been met. If damage is found in excess of the security deposit, I understand that I will be billed for the excess and my deposit will not be returned.
10. Cancellation of Clubhouse reservation less than 7 days prior to the scheduled function will result in assessment of a **\$50 handling fee**.
11. I agree to remove all trash and place it in trash containers outside of the Clubhouse, remove all items from the refrigerator and wipe up all 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. Once trash is placed into the trash containers, I will pull the container to the street for trash pick-up.
12. I understand that commercial use of the Clubhouse is not allowed.
13. The maximum number of guests allowed is 50.
14. The Homeowner responsible for scheduling the use of the Clubhouse must be present at all times while the scheduled function is in process. The Homeowner is also responsible for supervising anyone under the age of 21.
15. Those Homeowners and their guests who would otherwise be a lawful consumer under applicable city, county and state law may only consume alcohol. The present minimum age in Georgia is 21. By allowing the private consumption of alcoholic beverages at Clubhouse functions by homeowners and their guests, The Del Mar Club at Harbins HOA 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.

16. Smoking in the Clubhouse or on the premises is strictly prohibited. This includes the pool area, playground area, tennis courts and all amenities' areas. **Smoking in the clubhouse will result in a \$2500 cleaning fee.**
17. All furniture must be returned to the original place, or the deposit will not be returned.
18. 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.
19. 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 the deposit not being returned.**
20. No balloons on strings are allowed in the clubhouse as they get caught in the ceiling fan. If this occurs, repair costs will be taken out of the security deposit. Remove all tape, staples, or any device used to hang decorations. **Failure to do so will result in the deposit not being returned.**
21. Animals are prohibited at all times in the Clubhouse and pool area with the exception of service animals.
22. No inflatable bouncy houses are allowed at the Clubhouse, the parking lot area, swimming pool area, or surrounding common area. Violations of this rule will result in future suspension of Clubhouse rental.
23. 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.
24. Due to fire hazards, no grills, or open flames, including candles, are permitted inside the building.
25. The use or possession of illegal substances (drugs) is prohibited at all times at the Clubhouse and all amenities' areas. Violators will be reported to the appropriate authorities.

#### **POOL PROVISIONS:**

26. Use of the Clubhouse **does not include exclusive use of the pool.** The pool is to remain open to the entire membership during its normal operating hours. Pool usage restriction is no more than four guests per home address.
27. Wet clothing, towels and other bathing attire are not permitted on any furniture inside the Clubhouse. If the owner renting the Clubhouse wishes to use the pool, they should have the 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 privileges.
28. If event guests or members utilize the pool during an event, they must vacate the pool when it

closes. Normal pool operating hours must be adhered to by all. There are no exceptions to this rule and violations will result in the loss of a Homeowner's access to the amenities.

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:

- Del Mar Club at Harbins HOA, Inc. \_\_\_\_\_  
c/o CMA  
1465 Northside Dr., Suite 128  
Atlanta, GA 30318

### **Clubhouse Entry Process**

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

If you have a problem accessing the Clubhouse, please contact CMA at (404) 835-9100. If it is after business hours use the same phone number and follow the prompts for the "after-hours emergency" option.

When calling, 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.***