

Waterford Landing Community Clubhouse Rental Agreement

Waterford Landing Homeowners Association, Inc. ("HOA") agrees to lease the Clubhouse located at 731 Waterford Landing Road, Richmond Hill, Georgia 31324 to _____ ("Renter") according to the following terms and conditions:

1. Term: The term of the rental is **12 hours**, beginning on _____ (date) at _____ a.m./p.m. (circle one). However, all functions must end by 12:00 am on weeknights, and by 2 am on Friday and Saturday nights, regardless of whether the 12 hour rental term has expired. Time is of the essence of this Rental Agreement.
2. Rental Fee: The rental fee payment (and security deposit) must be received in order to secure your clubhouse reservation. The fee is \$100.00 for 12 hours. No prorated discounts are available. In order to receive a refund for a cancellation, cancellations must be made 2 days in advance of the date of intended use.
3. **Deposit: Two checks will be submitted for the clubhouse rental made payable to Waterford Landing HOA. The rental fee of \$100.00, as well as a \$250.00 security deposit check.**
Assuming the clubhouse is thoroughly cleaned as required and there is no damage observed, the security deposit check will be shredded after the rental event.
4. Alcoholic beverages: Alcoholic beverages may not be served to anyone under the age of 21 years or intoxicated persons on the premises during the rental term. Under Georgia Law, a host of any social event or business function where alcoholic beverages are served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from the host's negligence in allowing any intoxicated guest or attendee to be served alcohol. Such liability may include harm to the intoxicated individual himself and also to total strangers involved in automobile accidents, etc. caused by that intoxicated individual.
5. Smoking: No smoking is permitted within the Clubhouse at anytime.
6. Assessments current: The Clubhouse is not available for rental to any resident of Waterford Landing if the Annual Assessments and/or other fees due the Association by that resident/owner are not current.
7. Renter as host: The Clubhouse can only be rented under one name. The Renter must be at least 21 years of age and a current Waterford Landing property owner or tenant. The host who has rented the Clubhouse in his/her name must be present at all times at the function for which the Clubhouse is rented and must be the primary host of the event. Under no circumstances can anyone rent/reserve the Clubhouse on behalf of a third party.
8. Rental of the Clubhouse facility is intended to be used for personal functions (i.e. birthday parties, baby showers, anniversary celebrations, etc.). Business-related use of the facility is restricted to meetings/parties where no fee is charged to guests and the general public is not invited to attend.
9. Pool: The pool area is separate from the Clubhouse and may not be rented. There should be no guest traffic on pool decks.
10. Music: Music, and /or any other noise, must be kept at a level that it cannot be heard in the surrounding homes in the area. The Renter of the Clubhouse will be responsible for seeing that there are no loud noises from the guests either coming to or leaving the function at the Clubhouse.
11. Damages: The Renter will be responsible for repair or replacement for any damage done to the Clubhouse and HOA property, including but not limited to, the structure, landscaping, furniture, equipment, floors, and window coverings. **Nothing may be attached to the windows, doors or**

walls in any way (tacks, tape, staples, nails, etc.) Furniture may not be moved out of the main room or dragged across the floor.

12. Access Code: At least 2 days prior to the reservation date Renter will be emailed an access code for the Clubhouse, assuming all requirements of the Rental Agreement have been met. The access code will be programmed to provide access to the clubhouse for the full duration of the reservation period as indicated on the Rental Agreement.
13. Clean-up of Clubhouse: The Renter will be responsible for cleaning the Clubhouse, the rest rooms and any other area used, including all equipment and furniture, immediately after the function ends. Cleaning includes sweeping/vacuuming all floors to remove any debris on the surface AND damp mopping floors, wiping down the counter tops, tables and chairs. Full cleanup of the kitchen area is required if used, including removal of any food, beverages, dishes, etc. The renter will also be responsible for placing all trash in the containers outside.
14. Assumption of Risk and Indemnification: The Renter will assume full responsibility for any and all accidents or claims that may arise as a result of any accident or for any other reason in connection with the function or lease of the Clubhouse by the Renter and said Renter hereby agrees to hold harmless and indemnify the HOA and its officers, directors, agents, and employees, of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs (collectively "Claims"), including without limitation Claims for damage to property (including loss of use), bodily damage, or death, concerning, relating to or arising out of Renter's lease or use of the Clubhouse and premises.
15. No warranties: There are no warranties, expressed or implied, by HOA to Renter regarding the condition of the Clubhouse, rental premises, equipment or personal property contained at the premises, except as contained in this Agreement.
16. Miscellaneous: This Rental Agreement shall be governed by and construed under the laws of the State of Georgia. This Rental Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties. The validity, interpretation and performance of this Rental Agreement shall be governed by the laws of the State of Georgia. The provisions of this Rental Agreement are severable. Should any provision of this be unenforceable, the remaining provisions shall remain valid and binding. No changes, modifications, amendments of any of the terms and conditions of this Rental Agreement shall be valid unless agreed to by the parties in writing and signed by their authorized representatives. This Rental Agreement embodies the entire agreement between the parties. All statements, negotiations, proposals or promises prior to the date of this Rental Agreement are merged herein and superseded hereby, there being no agreements, warranties, understandings or promises other than those written expressly herein.
17. Heat/AC: Heat and/ or AC must be returned to the original setting and lights are to be turned off by the Renter when function is over.
18. Lock doors: The Renter will lock the doors when the function is over and at any time the Clubhouse is unoccupied. Final check to confirm all doors and windows are locked is the Renter's responsibility.
19. Codes and Fines: All applicable jurisdictional laws, codes, and fire codes apply. Renter agrees to be responsible for any and all violations, fines and fees resulting from his or her rental, and shall indemnify and hold the HOA harmless for said violations, fines and fees.
20. Occupancy limit: The maximum occupancy for the Clubhouse is 150.
21. Upgraded satellite access available when requested at least 1 week in advance. Related fee to be determined at time of request.
22. Violation: Violations of these rules will be determined by the Board in their sole discretion. Violations to the clubhouse rules and policies are addressed on a case by case basis by the

Board of Directors. The Board of Directors will decide if a violation has occurred from the person(s) claiming the violation, the Owner/Resident who rented the Clubhouse, and any other relevant people. For first offense, minimum consequences to the Renter may include forfeiture of the deposit and a 6 month waiting period before being able to rent again. For a second offense, forfeiture of the deposit and a one year waiting period.

23. Return of the Security Deposit: The \$250.00 security deposit will be retained by the HOA to offset its damages if the Clubhouse is not left in a clean and orderly condition. Renter is responsible for payment in full of all fees related to cleaning and/or repairs and understands that the security deposit may not be sufficient to cover all fees due. The Clubhouse Coordinator or Board Member has the authority to determine if clean up meets specifications and has final say. In addition, the Renter will be liable for any and all additional damages suffered by the HOA as a result of Renter's use of the premises.

Please mail signed Rental Agreement, Fee & Security Deposit to Waterford Landing HOA at P.O. Box 1052, Richmond Hill, GA 31324 or leave it in the HOA drop box located to the left of the clubhouse front door.

ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION – Further, I acknowledge that I have received, carefully read, understand and agree to the attached two (2) page document titled "Assumption of Risk, Release of Liability & Indemnification Agreement dated June 2020 and Disclosure Regarding Coronavirus and Other Risks". Further, by entering or using the Waterford Landing Clubhouse Facility, I voluntarily assume, on behalf of myself and all other Participants, as defined in the Release, all risks of exposure to the virus identified as **SARS-CoV-2** and commonly referred to as "**novel coronavirus**," as well as other viruses, bacteria, and chemicals that may be present on surfaces, in the water, and in the air ("Specific Risks"). I agree that the Release shall apply to all such Specific Risks and related claims, in addition to the other Risks referenced in the Release. **EVERY PERSON WHO ENTERS OR USES THE CLUBHOUSE/RECREATION FACILITIES DOES SO AT HIS OR HER OWN RISK.**

I understand that I am agreeing to the Release on behalf of myself and the other Releasing Parties, as defined in the Release, and that said Release includes a release, covenant not to sue, and indemnification and hold harmless provisions that release the Association and certain other parties from any and all liability, including without limitation, serious illness, injury or death, as well as Specific Risks.

Entered into this _____ day of _____, 20 _____.

RENTER:

_____ [Renter's signature]

Print Name: _____

Address: _____

Email: _____

Phone No.: _____