



# Clubhouse Usage Agreement Revised 05/31/2011

For Consideration, this agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ (hereinafter "Homeowner"), and Echo Mill Homeowners' Association, Inc. (hereinafter the "Association", hereinafter collectively "The Parties"), allowing the Homeowner the exclusive use of the Clubhouse Facilities as well as equipment and fixtures therein (hereinafter "Clubhouse") on, \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the hours of \_\_\_\_\_ and \_\_\_\_\_ (hereinafter, "Event"), The Parties agree to the following:

**1. Usage.** The Parties agree the Clubhouse is for the private use of the individual homeowners of the Association. The Homeowner, in making the reservation to use the Clubhouse, agrees to sign all necessary documents, pay all fees due and **be present during the entire Event.** The Homeowner agrees that continued use of the Clubhouse after the hours for which it has been reserved will constitute a breach of this agreement and will result in the forfeiture of my deposit. Furthermore, the Association reserves the right to request that any participant who remains after the reserved time vacate the Clubhouse.

**2. Inspection.** The Parties agree the premises (including the Clubhouse and parking lot); will be inspected after occupancy of the building by either the Board of Directors or its designee.

**3. Purpose.** The Homeowner is renting the \_\_\_\_\_ Clubhouse for the purpose of \_\_\_\_\_, which will be attended by more people in total per the limit capacity set by the Fire Marshall (25 –front Clubhouse; 100- back Clubhouse).

**4. Code of Conduct.** The Homeowner and their guests will conduct themselves in a manner that is respectful of the Association, Clubhouse Rules and Regulations, and persons working for the Association (whether paid or volunteer positions). The Homeowner agrees to be bound by the Clubhouse Rental Rules. It is the responsibility of the Homeowner to know the content of the Clubhouse Rules and Regulations. Damage to the Clubhouse will result in forfeiture of deposit.

**5. Membership Status.** Homeowner attests (s) he is a member in good standing of the Association. If the Homeowner falls out of good standing status for any reason after the signing of this agreement, the Homeowner will be denied access to the Clubhouse facilities; the Event date will be canceled and made available for other rentals.

**6. Set-Up and Vacate.** The Homeowner understands the selected reservation time is the only time allotted for the Event and includes time to be utilized for set-up before function and complying with the Clubhouse Vacate Checklist and Thermostat Instructions after the Event. There will be no allowance made for the clean-ups the day after an Event. The Homeowner may bring in furniture (such as tables, chairs, etc.) for use during the Event. The Homeowner agrees they are responsible for removing all furniture they, their contractors, or their guests bring into the Clubhouse Facility (including but not limited to tables, chairs, etc.). All items brought to or for the Event by or for the Homeowner must be removed by the end time noted on the

reservation. An additional charge or forfeiture of security deposit may result if the Association has to remove items.

**7. Other Amenities.** Reservation of the Clubhouse **does not include the use of the pool, tennis courts, basketball court, soccer field, volleyball sand court or any other amenity area** (hereinafter referred collectively as “Other Amenities”) **during the Event.** The Homeowner agrees and understands the Other Amenities can not be rented and are not part of the Clubhouse Usage Agreement.

**8. Pets.** The Homeowner agrees and understands for health and safety reasons, no pets are permitted in the Clubhouse at any time.

**9. Grilling.** The Homeowner agrees and understands for health and safety reasons no use of outdoor barbecue grills are permitted in the Clubhouse.

**10. Defacement and Decoration.** The Homeowner agrees not to place anything (i.e., nails, pushpins, tacks, tape, etc.) on the doors, windows, or walls of the interior and/or exterior of the Clubhouse. The Homeowner understands and agrees any helium-filled balloons must be weighted and removed after the Event. The Homeowner further agrees all decorations must be removed from the premises (i.e., balloons, banners, flyers, jumpys, etc.) by the end of the Event.

**11. Alcohol.** The Homeowner assumes all responsibility, risks, liabilities and hazards incidental to the activities applied for (including but not limited to the serving of alcoholic beverages) and hereby release and forever discharges the Association, its officers, board members, employees, agents as well as members present, past, and future, from any and all claims, costs, causes of action, and liability for personal injury or death and damage to or destruction of property arising from the Homeowner’s use of the Clubhouse and its appurtenances. The Homeowner understands no alcoholic beverages will be served to or consumed by guests under the age of twenty-one (21) anywhere on the premises. The Homeowner also understands and agrees all alcoholic beverages must be removed from the Clubhouse by the end of the Event. If the Association determines or observes intoxicated guests or minors being served alcohol, the Association reserves the right to terminate the function immediately and to ask that the Clubhouse be vacated.

**12. Indemnification.** The Homeowner agrees to indemnify and hold harmless the Association, its officers, board members, employees, agents, and members present, past, and future, from any and all charges, claims, costs, causes of action, damages and liabilities (including but not limited to attorneys fees) for any and all injuries to either person or property, suffered by the Homeowner, family members of the Homeowner, employees, agents, servants, guests, invitees, any member of the Association or any other person which may arise from or are in any way related to the Event, or use of the Clubhouse.

**13. Non-Smoking Facility.** The Homeowner understands and agrees the Clubhouse is a Non-Smoking Facility. No smoking will be allowed in the Clubhouse or in and/or around any entryway at any time. If smoking occurs on the grounds or in the parking lot during the Event, the Homeowner agrees to clean up any remains of smokers (including but not limited to ashes, butts, matches, etc.). Non-compliance of this clause will result in forfeiture of security deposit.

**14. Rental Fee.** The Homeowner agrees to pay the fee of \$80 per Event for the Front Clubhouse or \$105 per Event for the Back Clubhouse.

**15. Payment.** The Homeowner understands and agrees that a fully executed copy of this Agreement, along with full payment of the required rental fee and security deposit must be provided to the Management Company Representative by the Homeowner in order to reserve the

Clubhouse. All fees must be paid via check; one for the rental and the other for the deposit. Deposit checks are returned at the end of each month of the rental. If rental is the last week of the month, deposit will be returned at the end of the following month. It is the homeowner's responsibility to notify the Management Company at the time of reservation of how the deposit check is to be disposed of (i.e. shredded after the Event or returned to homeowner).

**16. Security Deposit.** The security deposit is \$125 per Event. Homeowner agrees to clean the Clubhouse and all related facilities to the satisfaction of the Board of Directors and/or its agents after use and acknowledges that he/she has received a copy of the Clubhouse Vacate Checklist. Homeowner acknowledges that he/she is required to leave the Clubhouse in a neat, clean and undamaged condition immediately following the Event. The Homeowner understands that the security deposit will be forfeited and used to pay for cleaning costs if the Clubhouse (s) is not left in a neat, clean and undamaged condition either as a result of the Homeowner's actions or the actions of any persons present at or attending, or in any other way related to the Event. The Homeowner also understands and agrees the security deposit will be used to pay for any violations of this Agreement, including but not limited to Code of Conduct violations or damages resulting to the Clubhouse, its contents, or any other portion of the property from any actions of the Homeowner, persons present at or attending, or in any other way related to the Event. The Homeowner will be notified with five (5) business days after the Event of any damages to the Clubhouse. The Homeowner understands any charges made against the security deposit will be explained. If the cost of damages exceeds the amount of the security deposit, the Homeowner agrees to pay the Association the full cost of repairs to all damages within thirty (30) business days of receipt of a written notice from the Management Company explaining the damages and fees assessed as a result of any repairs made. The Homeowner agrees all deposits, fees and expenses incurred by the Association and/or the Management Company as a result of the use of the Clubhouse under this Agreement shall be considered an assessment and constitute a lien against the property of the Homeowner and shall be fully collectible in the same manner as the assessments as authorized by the Declaration of Covenants, Conditions and Restrictions for the Association (hereinafter "Declaration").

**17. Attendance and Responsibility for Guests.** The Homeowner agrees they will personally be in attendance at the Event at all times, including but not limited to overseeing setup of the Event until the time the premises are vacated. The Homeowner agrees and represents the Clubhouse will be used for lawful purposes only and if any conduct at the Event violates federal, state, or local laws or ordinances, or violates the Association's Declaration, By-Laws, or Rules and Regulations, the Homeowner's right to use the Clubhouse under this Agreement shall terminate and the Association shall have the right to take possession of the Clubhouse and instruct the Homeowner's guests to leave. The Homeowner accepts all responsibility for the behavior and actions of all persons present at, attending, or in any other way related to the Homeowner's Event and agrees to be personally responsible for ensuring all such persons comply with all aspects of this Agreement.

**18. Chaperones.** The Homeowner agrees adult chaperones over the age of eighteen (18) are required at all parties when the guests are under the age of eighteen (18). There must be an adult ratio of 1 adult to every 8 children. An adult is defined as a person over the age of 18 responsible for the oversight and safety of the children in attendance at the Event. If alcoholic beverages are being served, the Homeowner agrees to be responsible for ensuring persons under twenty-one (21) years of age are not served.

**19. False Alarms by the Security System.** The Homeowner accepts responsibility for all false alarms which may cause the Police Department or the Fire Department to be called to the Clubhouse. All false alarms will incur a fee set by the Police and/or Fire Department(s) responding to the alarm. The fee will be assessed to Homeowner in accordance with Clause 16 of this agreement.

**20. Signs.** The Homeowner agrees not to post, place, hang or otherwise erect a sign promoting the Event. No sign can be hung at the neighborhood entrance or on the Clubhouse. The only exception to this is neighborhood-sponsored events.

**21. Cancellation.** The Homeowner may cancel this Agreement by providing written notice at least 48 hours prior to the Event. Reservations canceled in this manner will not incur a penalty. If a party is cancelled due to severe weather, the party may be rescheduled without charge.

**22. Referenced Documents.** By signing this Agreement the homeowners represents that they have read and agree to fully comply with Rules and Regulations referenced in this agreement located on the Echo Mill Website; specifically the Clubhouse Usage Rules, Clubhouse Usage Vacate Checklist and Thermostat Instructions. These documents by reference are expressly made a part of this Agreement.

**23. Force Majeure.** Neither party shall be deemed to be in default of or to have breached any provision in this Agreement as a result of any delay, deficiency, failure in performance or interruption of service, resulting directly or indirectly from force majeure which shall include but not be limited to, storm, flood, fire, electrical or communications failure, acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, acts or orders of any government or agency thereof, equipment failure or non-delivery, inability to obtain materials or other occurrences beyond The Parties reasonable control. In the event of a force majeure, the affected party shall be entitled to a reasonable extension of time for the performance of its obligations under this Agreement.

\_\_\_\_\_  
**Signature Contact**

\_\_\_\_\_  
**Phone Number**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Email Address**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Date**

**MAIL TO:**

**Heritage Property Management Services  
ATTN: Debbie Pelfrey  
500 Sugar Mill Road  
Building B, Suite 200  
Atlanta, Georgia 30350**