

STONEBROOKE COMMONS

Stonebrooke Commons Clubhouse Rental Agreement

MARCH 2023

The fee for renting the clubhouse is \$150.00. A refundable \$250.00 deposit is also required. Deposit will be refunded after final inspection of the clubhouse.

MAIL \$150.00 Check to CMA for payment and the \$250.00 deposit check. All checks are to be made payable to Stonebrooke Commons. Address to mail agreement and checks are on the last page.

PLEASE ENTER DATE AS WELL AS THE TIME OF THE EVENT BELOW. TIME SHOULD INCLUDE START AND END TIME AS THE LIMIT FOR EACH EVENT IS 4 HOURS.

DATE OF RENTAL: _____ **TIME:** _____

In consideration for Stonebrooke Commons Property Owners Association, Inc. allowing me the exclusive use of the Stonebrooke Commons Clubhouse, equipment and furnishings therein (the "Clubhouse"), I, the undersigned member of Stonebrooke Commons Property Owners Association, Inc. agree as follows:

- Reservations are necessary to use the clubhouse.
- A resident (owner or tenant) may make reservations only if they are current in payment of their yearly assessments.
- I agree to rent the Clubhouse at Stonebrooke Commons on under the terms and conditions set forth below.

Your function can be held for **up to four (4) hours**. This time limit includes set up and clean-up. Additional time is available at \$25.00/hour AND with prior BOD approval.

The Clubhouse can be rented during the hours of 9:00 am until 10:00 pm. NO POOL PARTIES OR COOKOUTS WILL BE PERMITTED.

I understand that continued use of the Clubhouse after the hours for which it has been reserved will constitute a breach of this Agreement and may be charged additional fees as deemed by the Board of Directors.

I understand that I am being granted the exclusive use of the Clubhouse 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 to any property.

I understand that I am being afforded the exclusive use of the Clubhouse only and that, if the pool area is open and used during the function, the use of the pool by persons attending my function is non-exclusive and such persons will not interfere with use of the pool and pool area by persons not attending my function. A reservation is for the clubhouse only and does not include the pool area.

I will make a non-refundable rental fee payment of \$150.00 to the Association and a \$250.00 deposit upon submission of this Application and Agreement.

I understand and agree that I will be responsible for cleaning costs and any and all damages resulting to the Clubhouse, its contents, or any other portion of the Association property from my actions or any actions of persons present at, attending, or in any other way related to my function.

I understand that any charges will be explained. I agree to pay the Association the full cost of all repairs within 10 days of receipt of a written explanation of the damages and a bill from the Association for such repairs.

STONEBROOKE COMMONS

I agree that all 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 provided for in the Association's Covenants and By-Laws.

I assume 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 discharge the Association, its officers, directors, employees, agents, and 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 my use of the Clubhouse and its furnishings. If alcoholic beverages will be served at, or brought to the function, then I understand and agree that I am responsible for ensuring that any consumption or serving of alcohol at the function is done strictly in accordance with Georgia law. **Liability Waiver must be signed prior to any rental (attached).**

I further acknowledge and agree that no alcoholic beverages will be sold, manufactured or made at the function.

I agree to indemnify and hold harmless the Association, its officers, directors, 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 attorney's fees) for any and all injuries, to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees, any member of the Association or any other person which arise from or are in any way related to the function and/or the rental or use of the Clubhouse.

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 Covenants, By-Laws, and Rules and Regulations.

I acknowledge that violation of any provision of these Documents by any person present at, attending, or in any other way related to my function, may, in the sole discretion of the Association's Board of Directors, result in immediate termination of the function and forfeiture of my deposit.

I am a member of the Association with my Association Dues are paid in full, at least twenty-one years of age, and will be in attendance at my function.

I hereby agree and represent that the Clubhouse 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 terminate and the Association shall have the right to take possession of the Clubhouse and instruct my guests to leave the property.

The person making the reservation will ensure that noise levels will not disturb neighboring residents.

Before the party starts, I will be given a Key to access the clubhouse in addition, a Pre-Party Checklist will be reviewed and signed off-for existing damage / stains.

When the party is over:

- All trash is to be removed from the Clubhouse and properly disposed in the trash bin.
- Any equipment, furniture, decorations, food, etc. brought in for the party is to be removed.
- All drinks must be covered, and all spills must be cleaned following the rental
- Clubhouse furniture is to be returned to its original
- The floor is to be vacuumed and the kitchen cleaned
- All doors are to be locked (including bathrooms)
- I will return the Alarm Key Card as well as review the Pre-Party Checklist for any new damage / stains.

STONEBROOKE COMMONS

If the Key card is lost or stolen, I will be responsible for the cost to replace.

- The clubhouse may be rented on Holidays under the following exceptions:
- The clubhouse may not be rented on New Year's Eve.
- The Community may have a function on a specific holiday and therefore the clubhouse would not be available for rental on that specific holiday.
- For Holiday rentals, I agree to be placed in a lottery for the specific holiday.
- Before confirmation, a member of the board of directors must be willing and volunteer to coordinate on that holiday.
- The board member may also change the time of the function before confirmation to work with their schedule.

AGREED:

Print Name: _____ E-mail: _____

Phone Number: _____

Signature: _____ Date: _____

THIS FORM WITH YOUR RENTAL FEE CHECK MUST BE RETURNED TO:

**Stonebrooke Commons POA
ATTENTION: Carol Ulmer
1910 Cottage Grove Way
Cumming, GA 30040**

*Make checks payable to **Stonebrooke Commons Property Owners Association, Inc.** In the "memo" portion of your check please make sure to indicate "Clubhouse Rental".*

IF YOU HAVE QUESTIONS OR NEED ASSISTANCE PLEASE CONTACT The SCPOA OFFICE:

**678-771-8788 or via email at
Carol@stonebrookecommons.org or
Judy@stonebrookecommons.org**