

Stonebrooke Commons Clubhouse Rental Agreement

April 2021

The fee for renting the clubhouse is \$100.00 and a \$250.00 Deposit is required.

MAIL \$100.00 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 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: _____ **RENTAL START TIME:** _____

In consideration for Stonebrooke Commons Homeowner 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 Homeowner 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/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 \$100.00 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.

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 position
- The floor is to be vacuumed and the kitchen cleaned
- All doors are to be locked (including bathrooms)
- I will return the Key and Alarm Key Fob as well as review the Pre-Party Checklist for any new damage / stains.

If the Keys are lost or stolen, I will be responsible for the cost to replace them, which could be, but not limited to re-key of the clubhouse.

- The clubhouse may be rented on Holidays with 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:

Printed Name: _____ E-mail: _____

Phone Number: _____

Signature: _____ Date: _____

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

**COMMUNITY MANAGEMENT ASSOCIATES
ATTENTION: STONEBROOKE COMMONS PROPERTY MANAGER
1465 NORTHSIDE DRIVE
SUITE 128
ATLANTA, GA 30318**

Checks are to be made payable to Stonebrooke Commons Homeowner 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 COMMUNITY
MANAGEMENT ASSOCIATES AT 404-835-9100
or Mshular@cmacommunities.com

RELEASE AGREEMENT AND ACKNOWLEDGEMENT
For Clubhouse Rentals
APRIL 2021

This RELEASE AGREEMENT AND ACKNOWLEDGEMENT (the "Agreement"), is made and entered as of the ____ day of _____, 2021 ("Effective Date"), by and between Stonebrooke Commons Homeowners Association, Inc. (the "Association") and the following residents of the property located at _____ (the "Lot") (please print the names of all residents of the Lot):

(collectively the "Residents").

Definitions

Any term not defined herein shall have the meaning ascribed to it in the Declaration of Covenants, Restrictions and Easements for Stonebrooke Commons, recorded in Deed Book 2937, Page 328, *et seq.* of the Forsyth County, Georgia land records (the "Declaration"). Additionally, the following terms are defined for purposes of this Agreement:

1. "Gathering" shall mean more than twenty (25) persons physically present in a Single Location if, to be present, persons are required to stand or be seated within six (6) feet of any other person.
2. "Single Location" shall mean a space where all persons gathered cannot maintain at least six (6) feet of distance between themselves and any other person.
3. "Social Distancing" shall mean keeping space between yourself and other people outside of your home or place of residence. Persons practicing Social Distancing should stay at least six (6) feet from other people, avoid assembling in groups, avoid large crowded places, and avoid large crowds. The provision shall not apply to cohabitating persons, family units, or roommates residing together in private homes, whether inside or outside of their homes or place of residence.

Additional Rules and Regulations

The following Rules and Regulations have been adopted by the Board of Directors of the Association pertaining to the use of the Common Areas, including the community pool and any other recreational facilities located on Common Areas. The following Rules and Regulations are in addition to any restrictions contained in the Declaration and Bylaws of the Association (the "Governing Documents"). Any conflict between the following Rules and Regulations and the terms of the Governing Documents, the following Rules and Regulations shall control. These Rules and Regulations shall remain in effect until further notice. The Residents agree to comply with the following Rules and Regulations and the terms of the Governing Documents, and agree to ensure all residents of the Owner's Lot comply with the following Rules and Regulations and the terms of the Governing Documents.

1. Individuals who have a fever or other symptoms of COVID-19 shall not enter the Common Areas, including the recreational facilities located thereon. Symptoms of COVID-19 include, but are not limited to, a fever, cough, shortness of breath or difficulty breathing, chills, muscle pain, sore throat, or new loss of taste or smell.
2. All individuals utilizing the Common Areas shall promptly clean and disinfect all areas that such individual comes into contact with. Such individuals shall also, prior to leaving the Common Areas, clean and disinfect all areas that such individual came into contact with.
3. All individuals should limit touching of fencing, doors/gates, ladders, trash containers and other equipment and objects while utilizing the Common Areas. All individuals should use hand sanitizer and/or wash their hands after touching any of these items.
4. Restrooms located at or adjacent to the swimming pool will be open but will only be cleaned each day prior to opening and once during the day. All individuals should limit touching of the doors, plumbing fixtures and other object in the restrooms. Use of paper towels or disposable wipes is encouraged. All individuals should use hand sanitizer and/or wash hands after leaving the restrooms.
5. All individuals shall regularly wash their hands while at the Common Areas.
6. Gatherings are prohibited at the Common Areas. No person shall enter a Single Location if, by entering such Single Location, this rule will be violated.
7. Handshaking and unnecessary person-to-person contact is prohibited.
8. All persons shall practice Social Distancing of non-cohabitating persons while present on the Common Areas.
9. Only residents of a Lot are permitted on the Common Areas. There shall be no guests permitted at the Common Areas.
10. Moving furniture and equipment located at the Common Areas, including, but not limited to, pool furniture, is prohibited.
11. Floats, balls, toys, and other items are prohibited from use in the pool. Goggles and personal flotation devices are allowed. Items left at the pool area at the end of the day will be disposed of.
12. Violation of these Rules and Regulations shall be reported immediately to the Association.
13. **USE OF THE COMMON AREAS IS AT YOUR OWN RISK, INCLUDING THE RISK OF EXPOSURE TO CORONAVIRUS, SARS-COV-2, COVID-19, OR OTHER DISEASES AND ILLNESSES.**

Violation of these Rules and Regulations shall result in the fines and/or suspension of use privileges in accordance with the terms of the Governing Documents.

Acknowledgement and Assumption of Risk

Residents/guests, on behalf of themselves and any minor child/children that accompany them to the Common Areas, acknowledge and agree that by entering, utilizing and occupying the Common Areas, they may come into contact with Coronavirus, SARS-CoV-2 and COVID-19, and persons who have contracted Coronavirus, SARS-CoV-2 and COVID-19. Residents further acknowledge and agree, on behalf of themselves and any minor child/children that accompany them to the Common Areas, that by entering, utilizing and occupying the Common Areas, they may contract

Coronavirus, SARS-CoV-2 and COVID-19, which is known to cause respiratory distress, pneumonia, shortness of breath, and death. Residents also acknowledge and agree, on behalf of themselves and any minor child/children that accompany them to the Common Areas, that the Association owes no duty to any person to prevent such person from contracting Coronavirus, SARS-CoV-2 and COVID-19, nor does the Association owe person any duty to prevent such person from coming into contact with other persons infected with Coronavirus, SARS-CoV-2 and COVID-19. By entering, utilizing and occupying the Common Areas, all persons do so at their own sole volition and risk having full knowledge of the risks inherent in entering, utilizing and occupying the Common Areas during the COVID-19 pandemic.

Release

By execution of this Agreement, Residents and your guests agree and covenant to release, on behalf of themselves, their predecessors, successors, affiliates, assigns, and any minor child/children that accompany them to the Common Areas, and their past, present, and future attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and their partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them (collectively the "Releasors"), from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, known or unknown, which Releasors have, or may have had, against the Association and its officers, directors, managers, agents and employees and their respective heirs, successors and assigns, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from the use of the Common Areas as it pertains to Coronavirus, SARS-CoV-2 and COVID-19, and any and all purported damages arising therefrom.

IN WITNESS WHEREOF, the Residents have executed this Agreement on the date first set forth above on behalf of themselves, guests and any minor child/children that accompany them to the Common Areas. This Agreement to be executed by all Residents of the Lot that are 18 years of age or older.

_____ Signature

_____ Print Name

_____ Signature

_____ Print Name