

Weston Clubhouse Application for Reservation and Rental Agreement

In consideration for allowing me the exclusive use of the Weston Clubhouse for a private function, I, the undersigned, agree as follows:

Nature of Function and Rules & Regulations of the Clubhouse

1. I agree to rent the Clubhouse under the terms and conditions as set out below.
2. I acknowledge that rights to rent and utilize the facility will be disallowed if I am in arrears as to any assessment or fee due the Weston Homeowners Association.
3. I will submit payment in the form of two (2) checks from my personal account, in the amount of \$75 (Monday-Thursday) or \$100 (Friday-Sunday) non-refundable rental fee and a \$150 damage deposit made payable to the Weston Homeowners Association. All reservations prior to receiving this agreement and the appropriate payments are tentative. Checks should be mailed or hand delivered to the reservation agent to officially reserve your date and time.
4. The fee is due and payable upon the submission of this Application and Rental Agreement. I understand that the payment includes a \$150.00 damage deposit, refundable under the circumstances described below. Should the reservation be cancelled less than 5 days prior to the event, a \$25 cancellation fee will apply.
5. I am renting the clubhouse for the purpose of: _____ . This function will not be attended by more than _____ people. (Maximum of 100 allowed). I further understand that the reservation permits my function to use only the Clubhouse for the hours permitted. Clubhouse hours from Monday to Thursday are until 11:00 pm. Clubhouse hours extend to 1:00 am on Friday, and Saturday nights and/or holidays. Loud music (that can be heard outside the Clubhouse) is not permitted after 11:00 pm. Reasonable New Years Eve party music may be extended until 1:00 am.
6. The event will be held between the hours (including set-up and clean-up time) of _____ and _____, on (date) _____. I understand that continued use of the Clubhouse after the hours for which it has been reserved, or prior to the day of the event, will constitute a breach of this agreement and will result in the forfeiture of my deposit. The Association reserves the right to remove any participant who enters early or remains after the reserved time or who does not restrict his use to the Clubhouse.
7. I understand that the aforementioned damage deposit of \$150.00 will be used to pay for excessive cleaning costs and any and all damages resulting to the Clubhouse, its contents, or any other portion of the property for my actions or any actions of persons present at, attending, or in any other way related to my function. I understand that any charges made against my deposit will be explained. If costs of repairs exceed the amount of my deposit, I agree to pay the Association the full cost of all repairs within ten (10) days of receipt of written explanation of the damages and a bill from the Association for such repairs. I agree that all deposits, 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 Declaration, By-laws, and relevant Georgia statutes. Subject to the noted deductions, the deposit will be refunded in whole or in part by mail.
8. Children's events must be chaperoned by an adult to a ratio of 1 adult to every 8 children. This includes children 18 and younger. An adult is defined as a person over the age of 18 responsible for the safety and well being of the children involved. There must be at least one Weston homeowner chaperone at the party/event.
9. I agree to be bound by the Clubhouse rules in order to have the \$150.00 deposit returned. Clubhouse must be secured, and all doors closed and locked, lights turned off and thermostat set before leaving (AC 80° / Heat 65°).
10. The entire interior of the Clubhouse is a non-smoking facility. Swimming attire is not permitted inside the Clubhouse.

Notice of Liability

11. 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 Weston Homeowners Association, its officers, directors, employees, agents, advisory board and members, present, past and future from 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 appurtenances. I agree that no alcoholic beverage will be served to anyone under the age of twenty-one (21) years of age. If the Association determines or observes intoxicated guests or minors being served alcohol, the Association reserves the right to terminate the function and to ask my guests to leave.

12. I agree to indemnify and hold harmless the Weston Homeowners 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 attorneys 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 of any other person which arise from or are in any way related to the above activity, rental, or use of the Clubhouse.

13. 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 Weston Declaration, By-Laws, and Rules and Regulations. I acknowledge that violation of any provision of the Weston Declaration, By-Laws, or Rules and Regulations by any person present at, attending, or in any other way related to my function, may, in the sole discretion of the Weston Board of Directors, result in forfeiture of my deposit.

14. I am 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 purpose only and that if any conduct at the function I am sponsoring violates federal, state or local laws or ordinances, my rights to 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.

I understand that my reservation of the Clubhouse on the aforementioned date will not be confirmed nor will the Agreement be binding until such time as the Association or its agent has executed this Agreement. I have carefully read and understand this rental form and agree to be bound by its terms. Rules and Regulations are subject to change.

By WESTON HOMEOWNER:

Signature of Responsible Owner in attendance

Print Name

Street Address, – Home Phone & Work Phone

Email