Westchester Lakes Homeowners' Association, Inc.
Clubhouse Reservation Policy

Westchester Lakes HOA hereby grants to (Renter Name) _____ the use of its clubhouse on _____ between the hours of _____ and _____ under the following conditions:

_____ **1. Responsibility and Liability**

a) The clubhouse is primarily for the use and enjoyment of Westchester Lakes property owners and their families who are in good financial standing. **NO THIRD-PARTY RESERVATIONS WILL BE ACCEPTED.**

b) Any use of the clubhouse will be under the direct supervision and responsibility of the Westchester Lakes Property Renter, who reserves the right and must be present at all times.

c) The undersigned shall be financially responsible for all damage occurring to the clubhouse during their use. **Further, the undersigned agrees to pay for said damages (s). Any collection and/or legal costs incurred by Westchester Lakes Homeowners' Association in the collection of said debt will also be the responsibility of the undersigned.**

d) The undersigned agrees to assume all liability for personal injury or loss not arising out of the sole negligence of the Association and will defend and hold harmless the Association and its members from all claims arising therefrom.

e) Any abuse of the clubhouse may result in revocation of the privilege of its use.

f) A Key will be issued to resident to gain access to the clubhouse during rental. The Key must be returned in the clubhouse dropbox at the end of clubhouse rental. If the key is lost or not returned the resident will incur a $25 replacement key fee.

_____ **2. Reservation and Charges**

a) Send an email to clubhouseandpoolrental@westchesterlakes.org requesting a reservation. Please specify your name, home address, phone number, desired date of the type of event.

b) Make your reservations at the clubhouse, no later than three weeks before your event. First-come first- served. Only one reservation is made per day for an 8-hour period, which includes set-up and cleanup. ALL EVENTS MUST END BY 10:00 p.m.

c) In consideration of the more than 294 families who may wish to use the clubhouse during the holidays, December reservations are limited to one (1) per family.

d) Reservations are limited to two (2) per family within a calendar year.

e) Reservations are available during the hours of 10:00 a.m. and 10:00 p.m.

f) There is a **$125 non-refundable cleaning fee** to be used for cleaning. All renters must remove all garbage and personal belongings by the end of the 8-hour rental period. Renters are required to do basic cleanup after their function. **Cleaning fee for business meetings (TBD/please check with HOA).**

g) For business meetings, the fee is **$125.00** (duration up to 2 hours)**. For events,** the rental fee is **$300** (duration up to 8 hours)**.**

h) If your reservation exceeds the hours scheduled, you will be charged a non-prorated amount of $100.00 for each additional hour.

i) To reserve the clubhouse, return a completed Clubhouse Reservation Application Agreement **check or cashier's check** made **payable to Westchester Lakes HOA** and dropped off at the secured lockbox located at **Westchester Lakes Homeowners' Association, 2500 Westchester Way SE, Conyers, GA 30013** in front of the clubhouse.

j) Beer, wine, and champagne are allowed to be served during reservations.

k) The day of the event the person delegated by the Board will inspect the facility with the Renter who signed the Agreement according to a Clubhouse Cleaning Checklist. The Renter will sign the Clubhouse Cleaning Checklist (see attached Exhibit A) agreeing upon the current condition of the clubhouse. If the Renter does not show up for the Clubhouse inspection, the Reservation will be subject to immediate cancellation at the option of the Association. Such cancellation will be treated as a late cancellation, and the Reservation Fee will not be refunded.

l) All reservations scheduled to have **HARD LIQUOR** served for example vodka, bourbon, whiskey, rum, tequila, gin, etc. will need to have security provided by Rockdale County Sheriff's Department or a licensed and insured security company that is provided by the Association and must be present for the entirety of the event. Renters must complete an application and payment for deputies at least two weeks before their event. The rate for deputies is $65.00 per hour per deputy. Failure to do so will result in the refusal of alcohol at an event.

m) No guns or weapons are allowed at any time except for companies providing security.

n) Portable barbecue grills are prohibited.

o) Clubhouse reservations **do not include exclusive use of the pool** as amenities are available to all renters and their families at all times. You are **not** allowed to go to the pool area during the rental of the clubhouse. You must stay in the clubhouse area at all times during the rental. Violation of this rule will result in revoking your privileges to all of the amenities for one year. There are cameras throughout the clubhouse. They are reviewed after each rental to ensure the rules are adhered to.

☐ **3. After Use: Cleanup and Inspection**

Cleaning supplies are furnished by the HOA. There are two (2) large trash cans in the breezeway of the clubhouse. Please put all garbage in plastic bags before putting it into the can. The following is an outline of the cleaning tasks that are needed to be performed:

a) Remove food and dishes from the refrigerator/freezer as required.

b) Adjust the A/C unit to 78 degrees during the spring/summer and heat to 80 degrees during the winter and turn the lights off, except as indicated.

c) Be sure all doors are locked when leaving.

d) Remove all alcoholic beverages and any food items from the Refrigerator and Freezer.

☐ **4. Special Conditions**

a) Max capacity is 50 people.

b) Smoking within the clubhouse is prohibited.

c) In consideration of your neighbors living adjacent to the clubhouse, the clubhouse should be vacated by 10:00 p.m. Sunday through Saturday.

d) Decorations should not be hung on the clubhouse walls using adhesive glue and/or command strips. Tacks and/or nails. No use of confetti, glitter, or open candles shall not be permitted.

e) The clubhouse may not be reserved for or used by any property Renter for commercial or profit enterprise including recruiting, training, etc. or another stream of revenue. It may be used for charitable nonprofit purposes by invitation only.

f) The use of the television or fireplace should not be moved or touched during rental.

5. Clubhouse Cancellation

a) Cancellation of Clubhouse Reservation must be received no later than 15 days before the date of the event. Failure to cancel in due time will result in the loss of a portion, if not all of the reservation fee submitted to the Association.

b) Cancellations received within 8 days before the event will forfeit 50% of the reservation fee and in one week or less, you will forfeit 100% of your rental fee.

The GLASS STOVETOP is not permitted to be used under any circumstances. If the stovetop is used, there is a charge of $125. Only the OVEN can be used to keep food items warm. There is no frying of any kind of food in the clubhouse, this includes fish, chicken, etc. Frying food in the clubhouse is strictly prohibited!

Westchester Lakes Homeowners' Association, Inc.
Clubhouse Reservation Application and Agreement
Clubhouse Reservation and Use

Complete the information below and submit it. Completing this Reservation Application and Agreement ("Reservation and Application Agreement") serves as an official document.

Additional forms accompany this Reservation Application and Agreement:

1. Clubhouse Reservation Application and Agreement
2. Security Company Licensure and Certificate of Insurance, if more than 30 attendees and not using Rockdale County Sheriff.

Please submit a personal or cashier's check for the rental fee, including the $125.00 cleaning fee.

I hereby agree to the aforementioned terms and conditions:

Renter Signature _____ Date _____

Renter Print Name _____ Phone _____

Address _____

Email _____

Approximate # of Persons Attending: _____ (max capacity 50 people)

Purpose of Use (must be clear and detailed) _____

Noted and Approved: _____ Initial _____

Westchester Lakes Homeowners' Association, Inc.
Clubhouse Reservation Agreement

_____1. **Agreement**

a. The agreed-upon reservation amount is $300.00 and a **non-refundable cleaning fee of $125.00**. The meeting fee is $125.00 for up to two hours. Cleaning fee (TBD/check with HOA).

b. In addition, I agree as follows:

I understand that that continued use of the Clubhouse after the hours for which it has been reserved will constitute a breach of this Agreement and $100.00 per hour will be assessed and applied to the homeowner's HOA account.

c. I agree to the following:

1) I hereby acknowledge that this agreement is solely for the exclusive use of the Clubhouse facilities. This agreement does not include the use of the Association's pool facilities, lake, or other common areas.
2) In reserving the Clubhouse Facilities. I understand that on-site security must be present throughout the entire event where the attendance is greater than fifty (50) people and HARD LIQUOR is being served.
3) 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's officers and directors.
4) I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to the event and agree to be personally responsible for causing all such persons to comply with the Association's Rules.
5) I understand that I am being granted the exclusive use of the Clubhouse facilities for the time described above, subject to the right herein reserved by the Association to enter the facilities and terminate my use of the facilities.
6) Renter must be present on the premises at all times during the setup, the event, and the clean-up on the day of the event. Responsibility cannot be passed to another person such as a caterer, party planner or delivery service. A resident cannot rent the clubhouse for use by another party.
7) Doors must be securely locked when leaving. Any damages as a result of unlocked doors will be the responsibility of the Renter.
8) No smoking inside the clubhouse or grounds around the clubhouse. This includes but is not limited to all tobacco products as well as electronic alternatives.
9) Only battery-operated candles may be used except on birthday cakes.
10) Music for private parties may be played only inside the clubhouse. Outside music is prohibited.
11) Renter assumes all responsibility, risk, liabilities, and hazards incidental to the activities applied for (including, but not limited to the serving of alcoholic beverages), and hereby releases and forever discharges the Association, its officer, directors, employees, agents, and members, present, past, and future, from any claims, costs, causes of action, and liability for personal injury or death and damage to or destruction of property arising from Renter's use of the Clubhouse and its appurtenances. If alcoholic beverages will be served at or brought to the activity, then the Renter understands and agrees that the Renter is responsible for ensuring that any consumption or serving of alcohol in the Clubhouse and appurtenant facilities is done strictly per Georgia law.
12) Specifically, Renter hereby agrees that, if alcoholic beverages are served, then alcoholic beverages shall: (1) not be sold at the Clubhouse or any other Association Property, (2) not be served or allowed to be provided to minors, (3) shall only be provided to or served to adults in a responsible manner, and (4) only be provided by Georgia law, Renter further agrees to name the Association as an additional insured on a Commercial General Liability insurance policy, including host liquor liability, of a minimum of $1,000,000. A copy of a certificate of insurance must be submitted at least ten (10) days before my

event. If the Renter fails to submit this certificate timely, the Renter understands that the Association may cancel his/her reservation.

13) Renter agrees to indemnify and hold harmless the Association, its officers, directors, employees, agents, and members, present, past, and future, from all charges, claims, costs, causes of action, damages and liabilities (including but not limited to attorneys' fees) for any injuries, to either person or property, suffered by Renter, Renter's family member, employee, agents, servants, guests, invitees, any member of the Association or any other person which arise from or are in any way related to Renter's reservation or use of the Clubhouse.

14) Renter assumes all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to the function for which Renter has reserved the Clubhouse and agrees to be personally responsible for causing all such persons to comply with the Association's Declaration, By-Laws, and Rules and Regulation, including the Reservation Policy and all others included in this document on use of the Clubhouse. Renter acknowledges that violation of any provision of the Association's Declaration, By-Laws, Reservation Policy or Rules and Regulations, including those contained in this Application, by any person present at, attending, or in any other way related to the Renter's use of the Clubhouse, may, in the sole discretion of the Association's Board of Directors, result in forfeiture of Renter's deposit.

15) Renter understands that Renter is being granted the exclusive use of the Clubhouse for the time 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.

16) OWNER SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, AND AGENT FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY THE RESIDENT OR BY ANY GUEST. INVITEES, OR LICENSEES OF RESIDENT ARISING OUT OF DAMAGES STEMMING FROM COVID-19) IF SUCH CLAIMS ARISE OUT OF OR RELATED TO RESIDENT'S OR ANY OF SUCH THIRD PARITIES' PRESENCE IN OR USE OF THE CLUBHOUSE, THIS COVENANT TO INDEMNIFY. HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARAIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

17) The Renter understands and agrees that the Association does not provide security; in the event of any emergency Renter and any of the Renter's guest(s) should call 911.

18) The Renter understands he/she is responsible for any damage made to the property, during the rental period. The HOA will assess the damages and remit costs to the renter.

By signing your name below, you agree and accept the terms of this Reservation Application and Agreement, and this serves as an official signature to this Reservation Agreement, including the Reservation Policy, Note that a reservation is not confirmed until this completed and signed application, security company information including licensure and insurance certificate, reservation fee $300.00 and cleaning fee of $125.00 are received by the Association as specified in the Reservation Policy. The Association will confirm the reservation once all signed documents and other required information have been received, and the Association has confirmed your eligibility to reserve the clubhouse availability for your date.

Renter Signature _____ Date _____

Renter Print Name _____