

The Estates Homeowner's Association, Inc.

HOW TO USE THE CLUBHOUSE

Please read along with the "RESERVATION USAGE AGREEMENT"

In order to reserve your date, please send a check (the signature on the check must be the same as the resident of The Estates using the clubhouse), for the **usage** portion of the fee **made payable to The Estates HOA, Inc.**, along with the signed "**RESERVATION USAGE AGREEMENT**" to:

The Estates HOA, Inc.
c/o CMA, Inc.
1465 Northside Drive, #128
Atlanta, GA 30318
ljimenez@cmacommunities.com
404-835-9284 phone and fax

The deposit check must be received by CMA, Inc. fourteen (14) days prior to the event. Your check will be deposited.

The Estates will refund your deposit after the usage date and after the clubhouse has been inspected for any damage and confirmed that all conditions of the agreement have been met.

The Association and CMA, Inc. are not responsible for any problems or conflicts in scheduling and will not issue any refunds or reimbursements or be held liable for any expenses related to the use of the facility. See the contract for details.

The homeowner is responsible for ensuring that CMA, Inc. has received the agreement and payments within the stated time frames. **Failure to complete each step will result in cancellation of the reservation.**

- 1) *Immediately* after verbally booking the event with CMA, Inc., complete the RESERVATION USAGE AGREEMENT and return to CMA, Inc. along with the appropriate usage fee. It is the user's responsibility to confirm that CMA, Inc. has received the required usage fee payment and the signed "RESERVATION USAGE AGREEMENT", and that your date has been reserved. Your date is not confirmed until the usage payment and signed contract are received by CMA, Inc.
- 2) Fourteen (14) days prior to your event, it is the user's responsibility to confirm that the second payment for the deposit was received by CMA, Inc.
- 3) Arrange a date (1-2 days prior to your event) to inspect the clubhouse. After personally performing an inspection of the facility, you will return the completed THE ESTATES CLUBHOUSE CONDITION CHECK SHEET. Your Condition Check Sheet must be completed and received by the CMA, Inc. office prior to your event.
- 4) Cancellation of clubhouse reservation less than fourteen (14) days prior to the scheduled function may result in a \$50 handling fee.

NOTE: Set up of the clubhouse is not allowed until after 9 AM on the day of your confirmed event. Setting up the clubhouse earlier will result in loss of your security deposit. If set up is needed prior to the day of your event, it **must be pre-approved in writing by CMA, Inc.** due to a possible conflict in usage events.

Clubhouse Usage Fee- \$150 Security Deposit- \$200

Groups exempt from rental fee, but required to sign damage waiver

- All Estates Social Club sponsored functions.
- All Estates Committee Meetings- Pool, Tennis, Playground, Government Affairs, etc.
- All Estates Board sponsored meetings and events.
- Community service organizations such as girl scouts, boy scouts, brownies, non-profit community charities that have residents as members.

THE ESTATES HOMEOWNER'S ASSOCIATION, INC.

CLUBHOUSE RESERVATION USAGE AGREEMENT

I understand and agree to all the following conditions in reserving and using The Estates HOA Clubhouse.

Homeowner's Name _____

Date of Event _____

Homeowner's Address _____

Number (#) Attending _____

Homeowner's Telephone Number _____

Type of Event _____

Time of Event _____ am / pm to _____ am / pm

I have read, understand and agree to all of the attached conditions in reserving and using The Estates HOA Clubhouse. I also understand and agree that if any of the conditions are violated, I will be forfeiting my **\$200.00** deposit.

Rental Information

1. **Homeowner is responsible for making sure that all clubhouse doors and windows are securely closed and locked, and lights turned off prior to vacating the premises. Any doors and windows left unlocked after vacating the premises will incur a \$100 charge per door/window left unlocked or be responsible for any damage incurred, because building was left unsecure, whichever cost is greater.**
2. I am a homeowner in good-standing with The Estates Homeowner's Association. (All annual and special assessments are current and there are no outstanding liens or covenant violations.) **I agree with all the stipulations and conditions stated below and will fully comply with these rules, conditions and procedures.**
3. I agree to accept any and all responsibility for any costs to correct and/or repair any damage done to the furnishings or property on the clubhouse premises in relation to the usage of the clubhouse. This includes prohibiting use of thumbtacks, nails, staples, glue, tape, etc. to attach anything to the walls, doors, furniture, trim, etc. Furnishings are not to be taken outside. If any furniture is moved, homeowner will be responsible for the cost of all repairs to the floor, walls or furniture, if any damage occurs. If damage occurs through this type of use, repairs will be made and the cost deducted from the deposit. All furniture must be returned to original place or deposit will be lost.
4. I agree to pay according to the following deposit and security fee schedule:

Clubhouse Usage Fee \$150

Security Deposit \$200

At the sole discretion of the Board of Directors, the Association may authorize events and waive fees or deposits. Typically, only community or "civic" events in which the entire community is invited or may desire to participate may qualify for fee/deposit waivers.

The name and signature on the fee/deposit check(s) must match the name of the resident of The Estates HOA renting the clubhouse. No commercial or third party checks accepted.

Security deposits will be refunded after the post-event inspection has determined that no damage has occurred and **that all conditions of this agreement have been met. If any conditions of this agreement are not met, your security deposit will not be refunded.** If damage is found in excess of the security deposit, you will be billed for the excess and your deposit will not be returned.

5. Cancellation of the clubhouse reservation less than 14 days prior to the scheduled function will result in assessment of a \$50.00 handling fee.
6. I agree to fill out the clubhouse Condition Sheet accurately describing the conditions of the clubhouse at the time of rental, returning it to CMA, Inc. prior to the day of my clubhouse usage.
7. I agree to remove all trash and place in trash containers outside of the clubhouse, remove all items from the refrigerator and wipe up any spills from the floors or furniture prior to vacating the premises. I agree to return the premises to the pre-usage condition including putting the furniture back in its original location. I will exercise extreme caution if moving clubhouse furniture. (If furniture or flooring is damaged due to being moved, the cost of repair or replacement will be deducted from the security deposit.)
8. The Estates HOA member/homeowner responsible for scheduling the use of the clubhouse must be present at all times while the scheduled function is in progress. The Estates HOA member/homeowner is also responsible for supervising anyone under the age of 21.
9. Only those residents and their guests who would otherwise be a lawful consumer under applicable city, county and state laws may consume alcohol. By allowing the private consumption of alcoholic beverages at clubhouse functions by homeowner's and their guests, The Estates Homeowner's Association does not assume liability in any form, implied or otherwise, that may arise as a result of said consumption. The selling of alcohol is strictly prohibited.

10. **NO SMOKING in the clubhouse or around the pool. If The Estates HOA member/homeowner allows smoking inside the clubhouse, the entire security deposit will be forfeited.**
11. Hours for the clubhouse usage are 9:00 a.m. to 12:00 a.m., Sunday through Thursday, and 9:00 a.m. to 2:00 a.m., Friday and Saturday. Extension of these hours for any reason other than a Homeowner's Association function requires written approval of the Homeowner Association Board of Directors. Failure to abide by these hours may result in a penalty up to forfeiture of the deposit fee and suspension of use of the Association facilities.
12. Animals are prohibited at all times in the clubhouse and pool area.
13. **Rental/usage of the clubhouse does not include the pool, the pool area, or the surrounding common grounds. Use of the pool in conjunction with the clubhouse usage is prohibited. Wet bathing suits and/or wet feet are not allowed in the clubhouse facility. Your security deposit will be forfeited for this violation.**
14. I understand that commercial use of the clubhouse is not allowed. Activities and events that are "for-profit" or, in which any party participating will financially profit, are not allowed. Commercial, public business functions, or retail activities and solicitation of business, are not allowed. Community-based activities, in which all members of the community could potentially participate, including but not limited to non-profit activities, i.e., bazaars, weight watchers, exercise groups may be allowed after application and approval on an individual event basis by the Board of Directors.
15. The facilities are a convenience for members. The Association and CMA, Inc. will take reasonable steps in processing reservations and usage of the facility. In the unfortunate event of a scheduling conflict, reasonable attempts will be made to resolve the conflict with the parties involved. In the event that an amicable agreement cannot be reached between the parties, CMA, Inc. shall have sole discretion in deciding how to resolve any conflict. This is not a commercial usage facility (i.e. commercial rental facility) nor is the Association or CMA, Inc. in the business of providing party facilities. In the event of any conflict, problem with the facility, inability or unsuitability of the facility, or in the event that the facility is unavailable for use, the Association and CMA, Inc. are not responsible for reimbursement of any expenses related to scheduling, usage, or other errors, issues or omissions.
16. The homeowner agrees to indemnify and hold harmless the Association, its officers and directors, agents, and employees from and against any and all claims, liabilities, losses, damages, actions, costs, expenses and demands of any party made against the Association, its officers and directors, agents and employees arising out of, or in connection with, any party or event held in the clubhouse by a homeowner pursuant to the reservation agreement or otherwise.
17. I understand that the Association unconditionally reserves the right to enter the clubhouse and terminate my use thereof should I violate any term hereof, or 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 or at the sole discretion of the Association, should any behavior or activity create any disturbance or offensive conditions.