

CARDINAL LAKE CIVIC ASSOCIATION
Facilities Rental Agreement

In consideration for allowing me the exclusive use (as described more fully below) of the Cardinal Lake Civic Association Clubhouse (hereinafter referred to as "Clubhouse") for a private function, I, the undersigned, agree to the terms and conditions as set out below.

Nature of Function and Rental Rules & Regulations

1. As a Member of the Cardinal Lake Civic Association ("CLCA") in good standing, I would like to rent the Clubhouse as follows:

Date: ____/____/____ Start time: ____ am/pm End time: ____ am/pm

Please circle: Permanent Member Voluntary Member Sponsored Member

Rental Fee \$ _____ (see rental rates in the Clubhouse Rental Information Letter)

For the purpose of: _____

This function will be attended by no more than _____ people (maximum 97 people)

2. I understand that fifty percent (50%) of the rental fee is due and payable at the time that this Agreement is accepted by the CLCA, and the balance of the rental, along with the security and cleaning deposit, is due no later than 30 days prior to my event (or, if the event is less than 30 days from the time the Agreement is accepted by the CLCA, payment in full is due immediately). I will submit three separate checks to cover the non-refundable rental fee, the non-refundable cleaning fee and the security deposit as per the Clubhouse Rental Information Letter. All checks should be made payable to Cardinal Lake Civic Association.
3. I understand that my rental **does not include** use of the swimming pool or lake.
4. I understand that the pool, lake areas, beach, playground, docks, picnic tables, grills and restrooms located in the Clubhouse will continue to be open and available for members of the Association during my function. I further understand that I am responsible for paying guest fees (over and above the rental fees paid for the Clubhouse) for my guests to use either the pool or the lake (\$3.00 each for guests ages 3 and over), and that I am also responsible for paying for an extra lifeguard for safety purposes if I have fifteen (15) or more guests who will be using the pool (see costs in the Clubhouse Rental Information Letter). All members and guests in attendance at my function will abide by the rules of the pool and lake facilities as posted in the pool area. Swimmers must dry off before entering the Clubhouse. CAUTION – Floors are extremely slippery when wet.
5. I understand that all set-up, break-down and clean-up must be performed within the rental time block. No previous day set-ups or next day clean-ups will be permitted, unless arranged in advance with a Facilities Administrator. 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 will result in the forfeiture of my deposit. The Association reserves the right to remove any participant who remains after the reserved time.
6. I understand that I (the Member who is renting the Clubhouse), must be present for the duration of the event. I further understand that children's events must be chaperoned by adults to a ratio of 1 adult to every 5 children. This includes children under the age of 18. An adult is defined as a person over the age of 18 responsible for the safety and well being of the children involved.

7. I understand that loud music (that can be heard outside the Clubhouse) is not permitted after 10:00 pm. If more than one complaint is filed, the event will be stopped and all rental fees and deposits will be forfeited. All functions in the Clubhouse must end by midnight.
8. I understand that limited spaces are available for parking at the Clubhouse. Vehicles can be parked in the overflow parking lot on the dam or along the lake side of the dam if absolutely necessary. Vehicles shall not be parked on or block homeowner's properties including lawns and/or driveways.

I agree to do a preview walk-through of the Clubhouse with a Facilities Administrator prior to my event. I understand that I shall be required to complete a Clubhouse Rental Checklist upon check-in and checkout. The condition of the Clubhouse at the time of check-out is solely my responsibility. I agree to return the Clubhouse in the same or better condition in which it was received in order to have my security deposit returned. (Please refer to the attached Clubhouse Rental Checklist.)

9. I understand that the aforementioned security deposit will be used to pay for 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 agree to notify a Facilities Administrator verbally and in writing of any damage problems immediately.

I understand that any charges made against my deposit are at the discretion of the Association. 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 contractor's lien against my property and shall be fully collectible as provided for in the Association's Declaration of Protective Covenants, By-laws, and relevant Georgia statutes. Subject to the noted deductions, the deposit will be refunded in whole or in part by mail.

10. I will supply my own party goods and trash bags. Helium balloons MUST be securely anchored before being brought into the Clubhouse, they must remain anchored for the duration of the event, and they must be removed at the end of the event. Candles, lanterns, and/or votives are not permitted in the Clubhouse. Signs and balloons are permitted in front of the Clubhouse starting no earlier than 1 hour before the event, and must be removed during the clean up immediately following the event.
11. I understand that the Cardinal Lake Civic Association will approve of the tape that is acceptable for use in decorating the interior of the Clubhouse. This tape can only be used on the doors, windows, fireplace and molding of the Clubhouse and must be removed in its entirety at the end of the event. Use of push pins, scotch tape, or any other type of adhesive on the walls of the Clubhouse is strictly prohibited.
12. I understand that the Clubhouse is a non-smoking facility – this policy is strictly enforced.

NOTICE OF LIABILITY

14. 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 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.

15. 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.
16. 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 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 or any other person which arise from or are in any way related to the above activity, rental, or use of the Clubhouse.
17. 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 Cardinal Lake Declaration of Protective Covenants, By-Laws, and Rules and Regulations. I acknowledge that violation of any provision of the Cardinal Lake Declaration of Protective Covenants, 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 Cardinal Lake Board of Directors, result in forfeiture of my deposit.
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18. I understand that I am being granted the exclusive use, except for the provisions to the contrary herein, 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 my use and my guests' use of the Clubhouse is a privilege and that myself and my guests must not disrupt the enjoyment or quietude of the other members of the Cardinal Lake Civic Association.
19. I AM AT LEAST 21 YEARS OF AGE AND WILL BE IN ATTENDANCE AT THE 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 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.
20. I acknowledge that my right to rent and utilize the Clubhouse will be disallowed if I am in arrears as to any assessment or fee or other charges due the Cardinal Lake Civic Association.
21. 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 a Facilities Administrator 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: **CARDINAL LAKE CIVIC ASSOCIATION MEMBER:**

Signature of Responsible Member in attendance

_____/_____/_____
Date

Print Name

Time

am/pm

Street Address

Phone # home: _____

cell: _____

Email: _____

Cardinal Lake Civic Association:

Agreement Received: _____

TOTAL AMOUNT RECEIVED _____

Date _____ Time _____

50% Rental Fee Check # _____

100% Rental Fee Check # _____

Lifeguard Fee Check # _____

Security Deposit Check # _____

Cleaning Fee Check # _____

Signature of Facilities Administrator

Print Name

CARDINAL LAKE CIVIC ASSOCIATION CLUBHOUSE RENTAL INFORMATION

Please find enclosed the Facilities Rental Agreement ("Rental Agreement") concerning the use of the Cardinal Lake Civic Association Clubhouse ("Clubhouse"). Please retain this letter for contact information and return the Agreement. The Agreement must be completed and:

- **IF YOUR EVENT WILL OCCUR WITHIN THE NEXT 30 DAYS**, the total rental fee and Security deposit **MUST BE ENCLOSED**.
- **IF YOUR EVENT IS NOT WITHIN THE NEXT 30 DAYS**, fifty percent (50%) of the total rental fees **MUST BE ENCLOSED** and the balance of the rental fee and security deposit must follow within 30 days of your event.

Rentals are on a first-come, first-served basis. Execution of the Facilities Rental Agreement by the Member and the Facility Administrator, along with receipt of the appropriate rental fee, security deposit checks, will lock in the rental date and times.

Rental fees are non-refundable. Cleaning Fees are non-refundable. Security deposit will be refunded if the facility is returned in the same (or better!) condition in which it was received (See Items 8 & 9 in the Facility Rental Agreement).

The rental fee is waived for Board approved neighborhood functions, including committee and board meetings but still must be reserved through the Facilities Coordinator.

Business or unusual uses must be approved by the board. Please contact the Facilities Coordinator for additional information:

Susan Jones

susanjonessseeger@comcast.net

404-784-806

Clubhouse areas included in the rental consist of:

- The "Main Hall" which will hold up to **32** persons seated or unseated and is excellent for large meetings, birthdays, showers and other gatherings.
- The Clubhouse kitchen, which is a limited-use kitchen with a large counter space, sink, refrigerator and microwave, dishwasher (there is no stove on the premises).
- The "Meeting Room" which will hold up to **15** persons and is excellent as a small break-out space separate from the Main Hall or as a staging area or cloak room for large functions.
- Restrooms are located in the Clubhouse, however, they are shared through a separate entrance by members and their guests.

Rental of the Clubhouse does not include use of the swimming pool or lake. If you have rented the Clubhouse, you and your guests may use the pool for an additional \$3 per person. The Association facilities (other than the Clubhouse) are never rented as an exclusive package and must always be available for our memberships' use. All picnic areas are available to members on a first come basis. Please note that if you bring 15 or more guests to a party and you intend for them to use the pool, you are responsible for paying for an extra lifeguard. The CLCA will arrange for the extra lifeguard but the fee must be paid by the member bringing the 15 or more guests. The charge is \$25.00 per hour for the extra lifeguard.

| PERMANENT MEMBER RENTAL RATES | | | | |
|---|-------------|----------------------|--------------|------------------|
| | Rental Rate | Each Additional Hour | CLEANING FEE | Security Deposit |
| Mon 9am - Fri 5pm (up to 4 hrs) | \$75 | \$25 | \$50 | \$200 |
| Mon-Fri - 8am to 8pm (up to 12 hrs) | \$200 | \$25 | \$50 | \$200 |
| Friday 5pm - Sunday 10pm (up to 4 hrs) | \$150 | \$50 | \$50 | \$200 |
| Friday 5pm - Sunday 10pm (up to 12 hrs) | \$375 | \$50 | \$50 | \$200 |
| Extra Lifeguard fee for parties using the pool of 15 or more people (Note: this is the actual charge to the CLCA from the pool company) | \$25/hour | \$25.00/hour | | |

| VOLUNTEER OR SPONSORED MEMBER RENTAL RATES | | | | |
|---|-------------|----------------------|------------------|--------------|
| | Rental Rate | Each Additional Hour | Security Deposit | CLEANING FEE |
| Mon 9am - Fri 5pm (up to 4 hrs) | \$100 | \$50 | \$300 | \$50 |
| Mon-Fri - 8am to 8pm (up to 12 hrs) | \$250 | \$50 | \$300 | \$50 |
| Friday 5pm - Sunday 10pm (up to 4 hrs) | \$200 | \$75 | \$300 | \$50 |
| Friday 5pm - Sunday 10pm (up to 12 hrs) | \$500 | \$75 | \$300 | \$50 |
| Extra Lifeguard fee for parties using the pool of 15 or more people (Note: this is the actual charge to the CLCA from the pool company) | \$25/hour | \$25.00/hour | | |

CARDINAL LAKE CLUBHOUSE RENTAL CHECKLIST

CHECK IN DATE

COMMENTS

CHECK OUT DATE

COMMENTS

All items removed
From kitchen counters _____

All food removed from
Refrigerator & microwave _____

All decorations removed _____

No tape damage to walls
Or woodwork _____

Tables/Chairs stacked
And stored _____

Trash placed in
Outside Cans _____

Lights out _____

Heat and Air set low _____

Outdoor decorations
Removed _____

ALL DOORS LOCKED _____

SIGNATURE _____

RENTER AGREES TO LEAVE THE CLUBHOUSE IN GOOD CONDITION AND AGREES TO PAY A \$50 NON-REFUNDABLE CLEANING FEE. CLEANING WILL BE PERFORMED BY A HIRED EMPLOYEE. RETURN ALL RENTAL KEYS AND IF NO DAMAGE IS INCURRED, RENTER'S SECURITY DEPOSIT WILL BE RETURNED.