

**CARDINAL LAKE CIVIC ASSOCIATION**  
**FACILITIES RENTAL AGREEMENT FOR NON-MEMBERS**

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

1. **Description of Function and Renter's Information:**

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Start time: \_\_\_\_\_ am/pm End time: \_\_\_\_\_ am/pm

Renter's Name: \_\_\_\_\_

Renter's Address: \_\_\_\_\_

Renter's Telephone# \_\_\_\_\_ Renter's Cell# \_\_\_\_\_

Renter's email address: \_\_\_\_\_

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

Describe the purpose of the rental: \_\_\_\_\_

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 this Agreement is accepted by the CLCA, and the balance of the rental, along with the security 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 (1) the non-refundable rental fee (including any add-ons, like for instance non-exclusive use of outdoor space), and (2) the security deposit and (3) the non refundable cleaning fee as per the CLCA Clubhouse Rental Information Letter. All checks to be made payable to the "Cardinal Lake Civic Association."

3. I understand that my rental does not include use of the swimming pool, lake(s), beach, playground, picnic tables, or any other outdoor space (the "Outdoor Space"), unless included as part of the Rental Agreement and rental fees.
4. I understand that the Outdoor Space will continue to be open and available for members of the CLCA during my function, and that my use and my guests use of this space is non-exclusive.
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. I understand that continued use of the CLCA 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 security/cleaning deposit. The CLCA reserves the right to remove any participant who remains on the premises after the reserved time.
6. I understand that I, as the renter, 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 18 or over who is responsible for the safety and well being of the children involved.
7. I understand that loud music (that can be heard outside the CLCA 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 CLCA Clubhouse must end by 11 p.m.
8. I understand that limited spaces are available for parking at the CLCA 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.
9. I agree to do a preview walk-through of the CLCA Clubhouse with a Facilities Administrator prior to my event. I understand that I shall be required to complete a CLCA Clubhouse Rental Checklist upon check-in and check-out. The condition of the CLCA Clubhouse at the time of check-out is solely my responsibility. I agree to return the CLCA Clubhouse in the same or better condition than it was received in order to have my security/cleaning deposit returned. (Please refer to the attached CLCA Clubhouse Rental Checklist.)
10. I understand that the aforementioned security deposit will be used to pay for any and all damages resulting to the CLCA 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 or cleaning problems immediately.  
  
I understand that any charges made against my security deposit are at the discretion of the CLCA. If costs of repairs exceed the amount of my security/cleaning deposit, I agree to pay the CLCA the full cost of all repairs within ten (10) days of receipt of written explanation of the damages and a bill from the CLCA for such repairs. Subject to the noted deductions, the deposit will be refunded in whole or in part by mail to the address shown above.
11. I will supply my own party goods and trash bags. Helium balloons MUST be securely anchored before being brought into the CLCA 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 CLCA Clubhouse. Signs and balloons are permitted in front of the CLCA Clubhouse starting no earlier

than 1 hour before the event, and must be removed during the clean up immediately following the event. Cleaning supplies will be provided.

12. The only tape acceptable to be used on the walls of the CLCA Clubhouse is the painter's blue tape that is easily removed without leaving any residue. This tape can only be used on the doors, windows, fireplace and molding of the CLCA Clubhouse and must be removed in its entirety at the end of the event. All other tapes, push pins, nails, or any other type of adhesive on the walls of the CLCA Clubhouse is strictly prohibited.
13. I understand that the CLCA 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 CLCA 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 all guests to leave.
15. 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 CLCA Clubhouse.
16. 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, all of which are available at [www.cardinallake.com](http://www.cardinallake.com), or by requesting a copy of same from the Facilities Administrator. 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 security/cleaning deposit.
17. I understand that I am being granted the exclusive use, except for the provisions to the contrary herein, of the CLCA Clubhouse for the time period described above, subject to the rights herein reserved by the Association to enter the CLCA 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 CLCA Clubhouse is a privilege and that myself and my guests must not disrupt the enjoyment or quietude of the residents of the Cardinal Lake community.

18. I CONFIRM THAT I AM AT LEAST 21 YEARS OF AGE AND WILL BE IN ATTENDANCE AT THE FUNCTION. I hereby agree and represent that the CLCA 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 CLCA Clubhouse under this Agreement shall terminate and the Association shall have the right to take possession of the CLCA Clubhouse and instruct my guests to leave the property.
19. I understand that if for any reason including acts of God, etc., that the CLCA Clubhouse is otherwise unavailable for the rental period agreed to that the CLCA will inform me as soon as it is aware and will refund my rental amount.
20. I understand that my reservation of the CLCA 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.

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**CARDINAL LAKE CIVIC ASSOCIATION USE ONLY**

Agreement Received: Date: \_\_\_\_\_ Time: \_\_\_\_\_

50% Rental Fee                      Check # \_\_\_\_\_ Amount: \_\_\_\_\_

100% Rental Fee                      Check # \_\_\_\_\_ Amount: \_\_\_\_\_

Security Deposit:                      Check # \_\_\_\_\_ Amount: \_\_\_\_\_

Cleaning Fee:                      Check # \_\_\_\_\_ Amount: \_\_\_\_\_

## **CARDINAL LAKE CIVIC ASSOCIATION**

### **CLUBHOUSE RENTAL INFORMATION FOR NON-MEMBERS**

Thank you for inquiring about rental of the Cardinal Lake Civic Association ("CLCA") Clubhouse!

Please find enclosed the CLCA Facilities Rental Agreement ("Rental Agreement") outlining the terms of use of the CLCA Clubhouse.

The Rental Agreement must be completed and signed, and:

- **IF YOUR EVENT WILL OCCUR WITHIN THE NEXT 30 DAYS**, the total rental fee and security/cleaning deposit must be received by the Facilities Administrator immediately.
- **IF YOUR EVENT IS SCHEDULED TO OCCUR OUTSIDE OF THE 30 DAY WINDOW**, fifty percent (50%) of the total rental fees must be submitted immediately, and the balance of the rental fee and security/cleaning deposit must be received by the Facilities Administrator within 30 days of your event.

Once your completed Rental Agreement and appropriate rental fees (including security/cleaning deposit) are received by the Facilities Administrator, your preferred rental day/time will be considered and you will be contacted within ten (10) days letting you know if your rental has been accepted. Rentals are on a first-come, first-served basis, and must be approved by the CLCA board of directors, or their designees.

**Rental fees are non-refundable once your rental has been confirmed by the Facilities Administrator. Security deposit will be refunded if the facility is returned to the same (or preferably better!) condition in which it was received (specifically see paragraphs 8 & 9 in the Rental Agreement).**

Please contact the Facilities Coordinator for additional information:

**Susan Jones**  
**Phone: 404-784-6806**

#### **Useful information regarding the CLCA Clubhouse:**

The CLCA Clubhouse consists of:

- The "Main Hall" which holds up to 82 people and is excellent for meetings, birthdays, showers, wedding receptions, and other gatherings.
- The kitchen, which is a large limited-use kitchen with a large counter space, sink, refrigerator/freezer and microwave (~~there is no stove on the premises~~). **New stove.**
- The "Meeting Room" which holds up to 15 people 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 (one ladies and one mens) are accessible from inside the Clubhouse for the exclusive use of your party. (Please note there are additional restroom facilities for use by CLCA members and their guests who may be using the outside grounds while your party is taking place inside the Clubhouse. Please also be aware that the CLCA grounds/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 CLCA members on a first come, first serve basis.)

Rental of the CLCA Clubhouse is exclusive to the Clubhouse and does not include the areas outside of the Clubhouse (ie, swimming pool, lake, beach, picnic area, playground, etc.). However, if you would like to have access to these areas on a non-exclusive basis (as noted above, CLCA members must always have ability to use the outdoor amenities) this can be included for an extra charge, as outlined below.

	<b>RENTAL RATE</b>  (including set up)	<b>USE OF OUTDOOR SPACE – ADD ON</b>  (non-exclusive use of outdoor facilities)	<b>USE OF TABLES/CHAIRS –</b>  (check availability)	<b>SECURITY DEPOSIT</b> (this check will not be cashed unless the facilities are not returned to the same or better shape as they were found)
Monday – Thursday	\$100/Hour	Additional \$50/Hour	No Extra Charge	\$500.00
Friday – Sunday	\$150/Hour	Additional \$75/Hour	No Extra Charge	\$500.00
CLEANING FEE	\$50	Non refundable		

**As an example**, if you were renting the Clubhouse on a Saturday and wanted to also be able to use the outdoor space on a non-exclusive basis (beach, dock, picnic tables, etc.), from 11:00 am until 5:00 pm, your charge for the 6 hour rental would be as follows:

\$900.00 for the clubhouse  
 50.00 Non Refundable Cleaning Fee  
\$450.00 for the use of the outdoor space  
**\$1,400.00 total (plus \$500.00 security deposit)**

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.

A Facilities Administrator will meet you at the Clubhouse at the designated starting time for your rental and will return at the designated ending time for your rental. A Rental Checklist will be performed at the check-in and the check-out to ensure the highest quality experience for all renters.

Please complete, sign and return the Rental Agreement and two separate checks (one for the rental fees and the other for the security / cleaning deposit).

Both checks to be made payable to "Cardinal Lake Civic Association" and mail to:

**Cardinal Lake Civic Association  
 Attn: Facilities Coordinator  
 P.O. Box 217  
 Duluth, Georgia 30096**