



## **APPLICATION FOR RESERVATION AND RENTAL AGREEMENT FOR THE WATERFORD COMMONS COMMUNITY ASSOCIATION, INC. CLUBHOUSE**

In consideration for the WATERFORD COMMONS Community Association, Inc. ("Association"), allowing Waterford Commons Homeowners in good standings the exclusive use of the WATERFORD COMMONS Clubhouse and equipment and furnishings therein (hereinafter "Clubhouse") and agree to rent the Clubhouse under the terms and conditions set out below.

Renter's payment in the amount of \$150 is made payable to the WATERFORD COMMONS HOA, as a rental fee for the clubhouse. Date requests will be held for 24 hours. After 24 hours the requested date will be available for residents to reserve. Only when payment is received in full will the requested date be confirmed. Payment of clubhouse rental will be processed on date of receipt. Deposit payment will be held until rental has been completed and rental checklist has been completed with renter and Waterford Commons HOA.

- ❖ Renting the Clubhouse for a function shall be attended by not more than 75 people.
- ❖ The party or other function will be held between the hours of 7am to 11pm for which it has been reserved. It will constitute a breach of this agreement and will result in forfeiture of renter's deposit if the clubhouse is occupied after 11pm unless prior approval has been granted.
- ❖ A deposit in the amount of \$350, will be provided at clubhouse check-in. Renter understands that this deposit is in addition to the rental fee described above. The payment (check) is held until rental is complete and will be returned to the renter as long as rental is free and clear of any damages. This rental only includes exclusive use of the clubhouse during the times referenced herein and **DOES NOT** include exclusive use of the swimming pools. Renter further understands and agree that this deposit will be used to pay for cleaning costs and all damages resulting to the Clubhouse, its contents, or any other portion of the Association's property from my actions or any actions of persons present at, attending, or in any other way related to my function. Renter understands that any charges made against my deposit will be explained. If costs of repairs exceed the amount of my deposit, renter



agrees to pay the Association the full cost of all repairs within ten (10) days of receipt of a written explanation of the damages and a bill from the Association for such repairs. Renter agrees that all deposits, fees, and expenses incurred by the Waterford Commons HOA because of the use of the clubhouse under this Agreement shall be considered a specific assessment against my Lot and constitute a lien against my Lot and shall be fully collectible as such as provided for in the Association's Declaration and Bylaws.

- ❖ Renter understands that clubhouse checklist is reviewed before and after clubhouse rental. If there is any violation of the clubhouse checklist, the rental deposit is forfeited. No EXCEPTIONS!
- 1. Renter assumes 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 any and all claims, costs, causes of action, and liability for personal injury or death and damage to or destruction of property arising out of my use of the Clubhouse and its appurtenances.
- 2. Renter agrees to indemnify and hold harmless the Association from any and all charges, claims, costs, causes of action, damages and liability (including but not limited to attorney's fees) for any injury, to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees or any member of the Association or any other person whether or not based on the acts of omissions of the Association which arise from or are in any way related to my use of the Clubhouse and its appurtenances.

As used herein the word "Association" means the Association, its successors, assigns, employees, officers, directors, shareholders, and all persons, corporations, partnerships, and other entities with which it is or may in the future become affiliated including without limitation, the developer of the Community and its affiliated entities.



3. Renter assumes all responsibilities for the actions and behavior of all persons present at, attending or in any other way related to their event and agree to be personally responsible for causing all such persons to comply with the Association's Declaration, Bylaws, and Rules and Regulations. Renter acknowledges that violations thereof by any person present at, attending, or in any other way related to my function in the sole discretion of the Association's Board of Directors, result in forfeiture of rental deposit.
4. Renter understands that being granted the exclusive use of the Clubhouse for the 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. Clubhouse access (keys) will be provided to renter the day of the event. Failure to return keys after the event will result in forfeiture of your deposit unless prior arrangements have been made with the Association.
5. Renter is at least twenty-one (21) years of age and must attend their function. Renter agrees and represent that the Clubhouse will be used for lawful purposes only and that if any conduct at the function being focused violates federal, state, or local laws or ordinances, renter's rights to use the Clubhouse under this Agreement shall terminate and the Association shall have the right to take possession of the Clubhouse and instruct renter's guests to immediately leave the property.
6. In the event of cancellation of reservation, 100% refund is granted if the cancellation occurs 5 days prior to the scheduled event. After 5 days' time, the rental fee is forfeited, and the deposit is returned.
7. Subject to those deductions provided for in this Agreement, the remaining deposit will be refunded in whole or part by mail.



8. The following contents of the Clubhouse are to be at the disposal of the persons attending my function for their reasonable use:
  - **Audio/Video Equipment (see disclaimer below)**
    - HDMI cord is provided if Audio/Video is needed for events scheduled and will remain connected to HDMI port.
    - Remote control to access TV Monitor is provided.
    - Waterford Commons HOA will not be responsible for handling renter's personal audio equipment connected to HDMI cord.
    - Waterford Commons HOA will inspect audio/video equipment before and after rental to ensure no damages are present.
  - **Kitchen Appliances (see disclaimer below)**
    - There is NO formal cooking allowed in the kitchen. The stove is to only be used to heat food for events scheduled in the clubhouse. If it is determined that the stove was used for "formal" cooking, deposit will be forfeited. NO EXCEPTIONS!!
9. Renter understands that reservation of the Clubhouse on the date will not be confirmed, nor will this Agreement be binding until such time as this Agreement has been executed by the Association which includes signed agreement, payment, and deposit.
10. Renter has carefully read and understand this rental form and agree to be bound by its terms.



**RENTER IS AWARE THAT ANY VIOLATIONS OF THIS AGREEMENT CAN  
RESULT IN A ONE YEAR SUSPENSION FROM RESERVING AND RENTING THE  
CLUBHOUSE**

**\*\*PLEASE MAIL COMPLETED FORM WITH DEPOSIT AND RESERVATION FEES  
TO: (Make payments payable to Waterford Commons HOA)**

Jacqueline Vante  
Community Association Management, LLC  
P.O. Box 143089 Fayetteville,  
Ga 30214  
(770) 692-0152  
(770) 692-0156 Fax  
[jvante@camga.com](mailto:jvante@camga.com)

---

**Homeowner Name**

---

**Homeowner Address (Waterford Commons Address)**

---

**Signature/Date**

**\*\*All correspondence with the clubhouse rental will be communicated with  
Community Association Management until agreement has been executed,  
payment has been received and rental date has been confirmed.**