



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

In consideration of the WATERFORD COMMONS Community Association, Inc. ("Association"), allowing me the exclusive use of the WATERFORD COMMONS Clubhouse and equipment and furnishings therein (hereinafter "Clubhouse"), I agree to rent the Clubhouse under the terms and conditions set out below.

Please include a payment in the amount of \$150 and a refundable security deposit of \$350 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. **Homeowners must be in good standing with the HOA to rent the clubhouse. NO EXCEPTIONS.**

1. I am renting the Clubhouse for a function which will be attended by not more than 100 people.
2. The event 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 my deposit if the clubhouse is occupied after 11pm unless prior approval has been granted. If your event exceeds 11pm, KPG Security* will be paid a rate of \$35 per hour paid by the renter.

***If you have a Sunday rental, KPG Security will need to be contracted and paid for by the renter. The rate is \$35 per hour. NO EXCEPTIONS. This is a way to keep your event safe and secure and not allow unwanted guests to enter.**



3. A security deposit in the amount of \$350 will be provided on the day of the event. Deposit can be in the form of money order, cash or check. Money order/Check will be blank to be returned after inspection of the closing of your event. All deposits are returned immediately after your event. I understand that this deposit is in addition to the rental fee described above. This rental only includes exclusive use of the clubhouse during the times referenced herein and **DOES NOT** include exclusive use of the swimming pools. I further understand and agree that this deposit will be used to pay for cleaning costs and all damage resulting to the Clubhouse, its contents, or any other portion of the Association's property from my actions or any actions of people present at, attending, or in any other way related to my function. I understand that any charges made against my deposit will be explained. If the 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 a written explanation of the damage and a bill from the Association for such repairs. If I am a member of the Association, I agree that all deposits, fees, and expenses incurred by the Association 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.
4. Renter understands that clean-up after use of the clubhouse is required. If the Waterford Commons HOA must remove any trash, debris or clean the clubhouse, there will be a \$100 fee deducted from the clubhouse rental deposit. **NO EXCEPTION!**
5. 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 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.



6. I agree 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.

7. 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 Association's Declaration, Bylaws, and Rules and Regulations. I acknowledge that violation 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 my deposit.
8. I understand that I am 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 rent 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.
9. I am at least twenty-one (21) years of age and will attend my event. 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 use 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 immediately leave the property.



10. In the event of cancellation of my reservation, a 100% refund is granted if the cancellation occurs 5 days prior to the scheduled event. After that time, the rental fee is forfeited.
11. Subject to those deductions provided for in this agreement, the remaining deposit will be refunded in whole or part by mail.
12. The following contents of the Clubhouse are to be at the disposal of the people attending my function for their reasonable use:
 - **Audio/Video Equipment**
 - HDMI cord is provided if Audio/Video is needed for events scheduled and will remain connected to HDMI port. WIFI is available.
 - A remote control to access TV Monitor is provided.
 - Waterford Commons HOA will not be responsible for handling the renter's personal audio equipment connected to HDMI cord.
 - Waterford Commons HOA will inspect audio/video equipment before and after rental to ensure no damage is present.
 - **Tables/Chairs**
 - **Tables and chairs will be rented at a cost of \$5 per table and \$1 per chair**
 - **Payment will be collected prior to the event.**
 - **If tables and chairs are not needed, they will be removed from the clubhouse.**
 - **Kitchen Appliances**
 - 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!!
 - Heating simple items on the cook top is permitted.



- **Decorations**

- At no time are push pins used to hang decorations. Only double-sided tape may be used. Renter is responsible for removing all decorations after your event. Deposit will be forfeited if there is damage to the walls.

- **Bathrooms/Kitchen**

- Bathrooms will be stocked and cleaned prior to the event.
- All supplies will be available for use if needed.

13. I agree to clean the facilities after use. Cleaning includes removing trash, debris, sweeping and ensuring your party items are removed from the kitchen.

14. I agree that it is my responsibility to take out all trash and dispose of it in a location away from the premises. I will not place it in the trash cans by the Clubhouse unless directed to do so.

15. I understand that my 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 and payment.

16. I have carefully read and understand this rental form and agree to be bound by its terms.



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

You can complete your rental application by emailing the signed form to Alice Muetzel-CAM Property Manager: amuetzel@camga.com and make your payment online via the CAM portal [TOPS Owner Access](#) or mail completed form with payment to:

**Alice Muetzel
Community Association Management, LLC
P.O. Box 143089 Fayetteville, Ga 30214
(770) 692-4514
(770) 692-0156 Fax**

Homeowner Name

Waterford Commons Address

Signature

Print

Date