

# Waterford Commons Clubhouse Rental Agreement



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

Please select your rental option (Choose below)

- Clubhouse Only                      \$200 Fee/\$350 Deposit
- Non-Exclusive Pool                      \$500 Fee/\$650 Deposit
- Exclusive Pool                              \$700 Fee/\$850 Deposit

Date Requested: \_\_\_\_\_

**Note: The date is not reserved until payment is received in full. Security is mandatory and must be scheduled 30 minutes before and 30 minutes after your event.**

### Decorations

**At no time are push pins or scotch tape 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.**

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

Waterford Commons residents in good standing may reserve the Clubhouse, Pool, or both for private events. All rentals require advance approval and full payment of fees, including required lifeguard and security staffing.

I am including payment in the amount of \$200 to the WATERFORD COMMONS HOA, as a rental fee for the clubhouse. 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.

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 \$50 per hour paid by the renter.

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If you have a weekend rental (Friday, Saturday, Sunday), KPG Security ([k.allen@kineticprotectiongroupllc.com](mailto:k.allen@kineticprotectiongroupllc.com)) will need to be contracted and paid for by the renter for the duration of the event with a minimum of 4 hours. **Security must be scheduled 30 minutes before and 30 minutes after your event.** The rate is \$45 per hour. **NO EXCEPTIONS!** This is a way to keep your event safe and secure and not allow unwanted guests to enter.

3. **Homeowners:** Your fee will be added to your account and paid immediately in order to secure the event. The deposit can be in the form of money order, cash or check. Please leave money order/check blank, all deposits will be returned immediately after the inspection of the closing of your event.

**Non-Homeowners:** Please contact Alice to submit your fee and the deposit can be in the form of money order, cash or check. Please leave money order/check blank, all deposits will be returned immediately after the inspection of the closing of 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 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. Non-Exclusive Pool Rental fee is \$500, permitted between 10:00 AM – 8:30 PM, with the option to end earlier if desired. This rental does not provide exclusive use of the pool; it will remain open to the community during normal operating hours. The gathering is limited to a maximum of 25 guests, and the resident is responsible for the required cost of a lifeguard at \$45 an hour for the duration of the event. All attendees must follow posted pool rules and lifeguard instructions at all times. **KPG Security** ([k.allen@kineticprotectiongroupllc.com](mailto:k.allen@kineticprotectiongroupllc.com)) will need to be contracted and paid for by the renter for the duration of the event with a minimum of 4 hours. **Security must be scheduled 30 minutes before and 30 minutes after your event.** The rate is \$45 per hour. **NO EXCEPTIONS!** This is a way to keep your event safe and secure and not allow unwanted guests to enter.
5. Exclusive Pool Rental fee is \$700, permitted between 9:00 PM and 2:00 AM, with the option to end earlier if desired. All attendees must be 21 years of age or older, and the gathering is limited to a maximum of 60 people. The resident is responsible for the required KPG security ([k.allen@kineticprotectiongroupllc.com](mailto:k.allen@kineticprotectiongroupllc.com)) at \$60 per hour and lifeguard at \$45 per hour for the full duration of the event.

**Under NO Circumstance is Glass allowed in the pool area.** If anyone violates this policy and glass is broken in pool or area, the residents' deposit will be forfeited and they will be responsible for the cost of the pool being drained, cleaned out and restored to safe use. In addition, the resident may be revoked from future Clubhouse and/or Pool rentals.

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6. 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 EXCEPTIONS!
7. 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.
8. 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.

9. 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. 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.
10. 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.

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11. 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.
12. Subject to those deductions provided for in this Agreement, the remaining deposit will be refunded in whole or part returned at the conclusion of the inspection.
13. 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
    - ✓ 5 rectangle tables and 100 chairs are available for the renters' use. The renter will advise in advance how many table and chairs are needed.
  - 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 or scotch tape 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.
14. I agree to clean the facilities after use. Cleaning includes removing trash, debris, sweeping and ensuring your party items are removed from the kitchen.
15. 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.
16. 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.
17. I have carefully read and understand this rental form and agree to be bound by its terms.

# Waterford Commons Clubhouse Rental Agreement

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](mailto:amuetzel@camga.com) and make your payment online via the CAM portal 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

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**Homeowner Name**

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**Waterford Commons Address**

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**Signature**

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**Date**