

## Springlakes Clubhouse Rental Agreement

Please read over all information in this package carefully.

Website Form Rev 1/07/2009

### **Notice to Springlakes Residents interested in renting the Clubhouse facility in 2010.**

*Plans to reconstruct the entire clubhouse building are being made and will most likely affect the time frame beginning January 2010 through April 2010. Please be aware that Springlakes Community Association cannot guarantee the completion date of this project and cannot be responsible for any monetary expenses associated with renovation delays such as caterers and DJ fees. It is strongly suggested that residents have another facility available for their scheduled events. If the clubhouse is not complete when your scheduled date arrives, the money you paid to Springlakes will be fully refunded.*

You have the clubhouse reserved on \_\_\_\_\_.

**Non-Refundable Rental Fee.** This per day rental fee goes to the Springlakes Homeowners Association and is based on the day of the week.

**\$45.00** - Monday through Thursday

**\$65.00** - Friday through Sunday

If for any reason you cancel your confirmed rental date, the rental fee is non-refundable and non-transferable to another date and/or resident. The Association will re-list the date as available, and in the event that the canceled date is rebooked by another resident, then your original fee less a \$20 administrative fee will be returned to you. The Association is not under an affirmative duty to find a replacement renter.

The refundable security deposit of **\$150** for cleaning issues or damages will be used if damage is incurred or not cleaned satisfactorily during your rental. The Renter is responsible for any repairs that exceed the \$150 deposit.

A 52 in screen TV is available upon request. You are responsible for any damage done to the TV during your rental and any repairs that exceed the security fee..

Initial if you would like the TV during your rental \_\_\_\_\_.

If you wish to use a cleaning service for your rental, contact Cindy Hennigan at 706-399-5178 and arrangements will be made for a cleaning service to come the morning after your rental. The fee for this is **\$75** and must be scheduled in advance of your rental. The **\$150** deposit will then be used only if damage is incurred at your function. If you are utilizing this service, please also be aware that any bodily fluids (fecal, urine, blood, vomit) are NOT covered under the cleaning service and your security deposit will be forfeited if found. Please initial that you understand and acknowledge this \_\_\_\_\_

**To secure your reservation, please return the signed paperwork and two checks, made out to Springlakes Association, one for the non refundable rental fee listed above and one for a refundable security deposit of \$150.**

Please leave these in the drop box located outside on the Clubhouse wall facing the tennis courts or drop box on my garage within 5 days of your reservation, or you may mail it to Cindy Hennigan, 157 Stone Mill Drive, Martinez, GA, 30907. Your reservation will not be confirmed until the paperwork and checks are received.

**ONLY SPRINGLAKES RESIDENTS MAY RENT THE CLUBHOUSE. NO ONE UNDER 21 YEARS OF AGE MAY RENT THE CLUBHOUSE. IF THE RESIDENT IS NOT AT THE FUNCTION, YOU WILL LOSE YOUR DEPOSIT.**

You will be given a security system code to use for your rental at the time you pick up your key.

Security cameras are installed in and around the clubhouse, tennis court and pool areas. Tampering or interfering with the operation of the cameras will forfeit deposit.

-The Fire Marshall limits the number of guests to **55**.

The Clubhouse is furnished with basic pots, pans, and utensils. We have a full kitchen with a stove, refrigerator and microwave. Basic cleaning supplies are available but please bring extra garbage bags, toilet paper and paper towels.

DO NOT put tape or hang anything from ceiling/beam, light fixtures or fans.  
DO NOT use silly string, smoke machine, confetti or glitter in the clubhouse.

- Rental Hours are from **11:00 a.m.** the day of your rental until **9:00 a.m.** the next morning.  
**After your rental, please put KEY in OUTSIDE DROP BOX by 9:00 am on Clubhouse wall facing tennis courts.**

You will be contacted by phone the day after your rental of any issues. Deposit checks are shredded the following month unless the resident requests to pick up their check.

Due to continued problems with the clubhouse not being clean, a **minimum of \$25** from your security deposit will be forfeited if cleanup is not appropriate. **An attempt will be made to contact you to correct any problems yourself but due to time constraints with the next scheduled party, we may have to correct the problems ourselves and then charge you.** You will be notified in writing of any delinquencies, the charges, and the balance of your deposit.

### **Kitchen/Bar area & Greatroom/Foyer area**

- Clean sink
- Wipe all counter tops
- Empty refrigerator and wipe out
- Clean the microwave
- Clean stove/oven and wipe back splash
- Sweep and mop kitchen floors
- Clean gas grill, if used
- Vacuum carpet thoroughly
- Clean sliding glass doors
- Wipe off furniture with a damp cloth

### **Bathrooms/Trash**

- Clean mirrors
- Clean sink and vanity top
- Clean toilets and urinal
- Sweep and mop floor
- All trash must be bagged, and placed in trash cans located in the fenced area behind the clubhouse, under the kitchen window
- Replace trash can liners
- Do not put the indoor trash in the can in front of the clubhouse.



**SPRINGLAKES COMMUNITY ASSOCIATION, INC.  
RELEASE, INDEMNIFICATION, WAIVER AND  
COVENANT NOT TO SUE AGREEMENT**

Website Form Rev 8/24/00

This Agreement made as of the date set out opposite the undersigned's signature below by the undersigned (hereinafter the "Member" which shall have the meaning set forth in Section 6 hereof) for the purpose hereafter set forth.

WHEREAS, member desires to rent the Springlakes Community Association Inc.'s swimming pool and or clubhouse located at the corner of Springlakes Drive Columbia Road in Columbia County, Georgia (hereinafter the "Association Facilities" which shall have the meaning set forth in Section 6 hereof) on \_\_\_\_\_, in order to hold a party or other function thereat (the "Function"); and

WHEREAS, Member acknowledges that he or she has had ample and sufficient opportunity to inspect the Association Facilities and is familiar with the conditions and potential conditions of the Association Facilities; and

WHEREAS; the Springlakes Community Association, Inc. (hereinafter the "Association" which shall have the meaning set forth in Section 6 hereof) is willing to grant permission to Member to rent the Association Facilities for the purpose of holding the Function if Member is willing to release and indemnify the Association from any and all losses, claims, causes of action and lawsuits arising directly or indirectly from the use of the Association Facilities for the Function by the Member and his or her employees, agents, servants, licensees, invitees and guests as set forth herein;

NOW THEREFORE, in consideration of these premises, Member agrees as follows:

1. **RELEASE:** Member HEREBY DOES VOLUNTARILY RELEASE, DISCHARGE, WAIVE, RELINQUISH AND COVENANT NOT TO SUE with respect to any and all actions or causes of action for bodily injury, property damage or death occurring to Member or any Personal Property, defined in Section 5 hereof, owned, possessed, controlled or used by Member, arising either directly or indirectly out of utilizing or benefiting from the use of any of the Association Facilities for the Function, wherever or however the same may occur and for whatever period said use may continue. Member HEREBY RELEASES, WAIVES, DISCHARGES, RELINQUISHES AND COVENANTS NOT TO SUE with respect to any of the aforesaid actions or causes of action which may hereafter arise for the benefit, directly or indirectly, of Member and agree that under no circumstances will member prosecute or present any claim for bodily injury, property damage or death against the Association arising from any claim of any kind or nature in connection with Member's use of the Association Facilities for the Function, even if the same shall arise in whole or in part from the negligence of the Association or any third party and whether such negligence of the Association or any third party and whether such negligence is the sole or a concurring cause of the bodily injury, property damage or death.

2. **INDEMNITY:** Member SHALL INDEMNIFY AND HOLD THE ASSOCIATION HARMLESS from any and all claims, actions, demands, costs, liabilities, expenses or judgments whatsoever, including, in addition thereto but not limited to, attorneys' fees, court costs, costs of investigation and costs of defense which might arise by whomever, by, through or under Member, whenever made or presented for any loss, damage or death occurring directly or indirectly to person or property, related to Member's use of any of the Association Facilities for the Function. It is the intention of the parties hereto that the Member will indemnify and hold the Association harmless from the consequences of the Association's or any other party's negligence (including others who may be present at the Function), which may give rise to a claim or cause of action against the Association that arose by, through or under Member, related to Member's use of any of the

Association Facilities for the Function, even if the name arises, in whole or in part, from the negligence of the Association or any other party and whether such negligence is the sole or concurring cause of the loss, damage, or death to person or property.

In addition, Member SHALL INDEMNIFY AND HOLD THE ASSOCIATION HARMLESS from any and all claims, actions, demands, costs, liabilities, expenses, or judgments whatsoever, including in addition thereto but not limited to attorneys' fees, court costs, costs of investigation and costs of defense which might arise by whomever, whenever made or presented for any loss, damage or death occurring directly or indirectly to person or property of: (i) any person (or the property thereof) employed or engaged by the Member as an employee, agent, servant, independent contractor, subcontractor, permittee or licensee of the Member in putting on the Function; (ii) any person (or the property thereof) voluntarily assisting or working with the Member in putting on the Function; (iii) any guest of the Member, any customer of the Member (or property thereof) while attending or participating in the Function, or while on or using any of the Association Facilities in connection with the Function; or (iv) any other person (or the property thereof) which suffers such loss, damage or death as a result of the holding of the Function or the actions of any person attending the Function or involved in the putting on of the Function. It is the intention of the Parties hereto that the Member will indemnify and hold the Association harmless from the consequences of the Association's or any other party's negligence (including, without limitation, others who may be participating in the Function in question) which may give rise to a claim or cause of action against the Association by any of the people described in the immediately preceding sentence even if the same arises, in whole or in part, from the negligence of the Association or any other party and such negligence is the sole or concurring cause of the loss, damage or death to person or property.

3. DEFENSE AGAINST CLAIMS: Member agrees to defend the Association against any claims brought or actions filed against the Association with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or filed with respect to the subject of indemnity herein, Member agrees that the Association can employ attorneys of their own selection to appear and defend a claim or action on behalf of the Association at the expense of Member. The Association, at its option, shall have the sole authority for the direction for the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the Association. Member shall upon demand pay to the Association all sums due to any parties by the Association as a result of any indemnified claim and all sums due to counsel so selected whether for invoices for services and expenses due or for retainer sums requested by such counsel in advance of services.

4. REPRESENTATIONS: Member hereby agrees to abide by any rules and regulations of the Association which shall govern the holding of the Function in the Association Facilities. Member hereby voluntarily executes this Agreement to induce the Association to permit his or her use of the Association Facilities for the Function. MEMBER FURTHER ACKNOWLEDGES THAT SUCH USE IS AT MEMBER'S OWN RISK AND WITHOUT ANY REPRESENTATION OF ANY KIND OR CHARACTER HAVING BEEN MADE TO MEMBER BY THE ASSOCIATION.

5. PERSONAL PROPERTY: Member understands that all equipment, clothes, personal effects, jewelry, supplies, vehicles and any other personal property owned, controlled or used by Member or any other person attending or assisting in the holding of the Function (the "Personal Property") and brought to the Association Facilities and used, stored or otherwise located in or around the Association Facilities shall remain the sole responsibility of Member to properly secure from theft, damage or injury to any other person. All Personal Property should be insured by Member, as the Association does not have any responsibility or obligation to insure its safety or injury to any other person. ALL PERSONAL PROPERTY LEFT AT ANY OF THE ASSOCIATION FACILITIES IS LEFT AT THE SOLE RISK OF MEMBER AS TO ITS THEFT. DAMAGE OR INJURY TO ANY OTHER THIRD PARTY, AND ALL LOSS, DAMAGE OR INJURY RESULTING FROM THE

PERSONAL PROPERTY SHALL BE AT THE SOLE EXPENSE OF MEMBER. Member further understands that the releases and indemnity provisions of this Agreement include and relate to any and all damages, claims, causes of action, expenses or the like arising from the theft, or damages or injury caused by or occurring to the Personal Property and hereby understands that the foregoing provisions of this Agreement apply equally to the Personal Property.

6. ADDITIONAL DEFINITIONS: In addition to the defined terms herein set forth, the following terms shall have the meanings set forth hereinafter. The term "Association" as used herein means Springlakes Community Association, Inc., a Georgia nonprofit corporation, its directors, officers, members, employees, agents and independent contractors. The term "Association Facilities" meant any real or personal property owned by, leased by, used by or operated by the Association including without limitation the above described clubhouse, swimming pool and the parking lot and surrounding grounds serving same. The term "Member" means the undersigned in his or her own behalf and in behalf of the members of Member's family, including Member's spouse, parents, children, heirs, representatives and assigns.

7. ENTIRE AGREEMENT: This Agreement contains the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

8. MISCELLANEOUS: This Agreement shall be governed by and construed under the laws of the State of Georgia. Any reference to gender, singular or plural context shall be interpreted to be the same. All provisions of this Agreement shall survive the execution and delivery of this Agreement and shall continue in full force and effect until terminated in writing by a written notice delivered by the Member to the Association.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGN THIS RELEASE, INDEMNIFICATION, WAIVER AND COVENANT NOT TO SUE AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made. THE UNDERSIGNED UNDERSTANDS THAT THIS IS A RELEASE OF ALL MEMBER'S CLAIMS AND ALL CLAIMS THAT MAY BE RAISED BY, THROUGH OR UNDER MEMBER BY OTHERS.

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

Member: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name