

**GREYSTONE HOMEOWNERS ASSOCIATION
10653 Paladin Drive
Hampton, Georgia 30228**



CLUBHOUSE RESERVATION, RENTAL AND USAGE AGREEMENT

This rental agreement is entered into this _____ day of _____, 2007, by and between The Greystone Homeowners Association, Inc., "the *Association*", and [INSERT HOMEOWNERS NAME], a member of the Association, "the *Homeowner*."

Date of private function Private function begins at: Private function ends at:

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1. **DEFINITION OF HOMEOWNER:** An individual who has title to a unit located in the Greystone subdivision, or an individual who is renting a unit from an individual who has title to a unit located in the Greystone subdivision.
 2. **ELIGIBILITY:**
 - a. Only *Homeowner's* who physically reside in the Greystone subdivision are eligible to rent the Clubhouse.
 - b. Renters of a unit located in the Greystone subdivision must produce a copy of their rental agreement in order to verify their eligibility to rent the Clubhouse.
 - c. Clubhouse reservations will not be accepted for, or on the behalf of, extended family members (e.g. siblings, in-laws, etc.) who do not physically reside in the Greystone subdivision on a full time basis.
 - d. All current and past due assessments, and fines if any, must be paid in full by the *Homeowner* before the Clubhouse may be rented for a private function.
 3. **RESERVATIONS:**
 - a. The *Homeowner* **must be present at all times** while the private function is in progress. A brief absence to buy/pick up last minute items is permissible as long as another responsible adult is present.
 - b. In order to give all *Homeowner's* an equal opportunity to use the Clubhouse, reservations will not be accepted more than ninety (90) days in advance of the desired date of a private function.
 - c. A *Homeowner* may not reserve the Clubhouse more than twice during any thirty (30) day period for the same reason as stated above.

- d. In the event multiple requests to reserve the Clubhouse for the same date, where there is a time conflict (e.g. approximately the same hours), the first *Homeowner* to put down their security deposit is guaranteed the reservation.
 - e. In the event of multiple requests to reserve the Clubhouse for the same date where there isn't a time conflict (e.g. one during the day and one in the evening), the first *Homeowner* must perform any/all necessary cleaning prior to the Clubhouse being turned over for use by the second *Homeowner*.
 - f. The *Homeowner* may not further sub-lease the Clubhouse under any circumstances.
 - g. The *Association* has the authority to deny rental of the Clubhouse, for any justifiable reason, as long as the reason for denial is applied in a uniform manner to every *Homeowner* equally.
 - h. Community wide events take precedence over private functions.
4. **CANCELLATIONS:** There is no penalty for cancelling a Clubhouse reservation. However, the *Homeowner* should cancel their reservation as far in advance as possible, so it can be reserved by other *Homeowners*.
5. **INSPECTIONS:**
- a. A walk-through inspection to record deficiencies in the cleanliness and condition of the Clubhouse will be conducted before and after each private function.
 - b. The *Homeowner* must keep in mind that the Board of Directors and/or Committee members are all volunteers. Unless mutually agreed to beforehand, walk-through inspections will be conducted no later than 7 p.m. the night before, and no earlier than 9 a.m. the day of, the private function.
6. **PARKING:**
- a. The Clubhouse parking area may not be used for anything other than guest parking.
 - b. There is no parking whatsoever permitted on the Clubhouse grass or landscaped areas.
 - c. If this part of the agreement is violated, the *Homeowner* agrees to a fine of \$250.00, or the actual amount of repairing any damage to the grass or landscaped areas, whichever is greater, being posted to their account. The fine will be subject to immediate collection.

7. **ALCOHOLIC BEVERAGES:** Until the *Association* has a determination from our insurance carrier as to potential liability, the use of alcoholic beverages inside the Clubhouse and adjacent common areas during a private function is prohibited.
8. **SMOKING:** The Clubhouse is a non-smoking facility.
9. **CANDLES:** The use of candles is permitted as long as they're **not left unattended at any time.**
10. **DECORATIONS:** The *Homeowner* agrees not to affix (e.g. tape, glue, tack, etc.) any decorations to the surface and/or molding of any exterior or interior Clubhouse wall.
11. **THERMOSTAT:**
 - a. During the winter the thermostat will be set back to 68 degrees at the conclusion of the private function.
 - b. During the summer the thermostat will be set to back 78 degrees at the conclusion of the private function.
12. **ANIMALS:** With the exception of working animals (e.g. seeing eye dogs), no pets are allowed in the Clubhouse.
13. **TENNIS COURTS:** The rental of the Clubhouse for a private function does not include exclusive use of the tennis courts.
14. **POOL:**
 - a. The rental of the Clubhouse for a private function, when the pool is open, does not include exclusive use of the pool or pool deck area.
 - b. During the off season (e.g. period between Labor Day and Memorial Day), no private functions may held in the pool or deck area. This is to preclude any accidental damage to the pool cover (See Note 1).
15. **GUESTS:**
 - a. Guests may not create an unreasonable annoyance, inconvenience, or nuisance to nearby *Homeowner's*.
 - b. If a private function includes guests under the age of 17, there must be one responsible, adult chaperone present on the Clubhouse premises at all times for every fifteen (15) guests under the age of 17.
 - c. The *Homeowner* accepts full responsibility for the behavior and actions of their guests, and any damage(s) they may cause to the Clubhouse and/or the adjacent common areas.

16. **NOISE:**

- a. Private functions may not interfere with the rights of nearby *Homeowner's* to the quiet enjoyment of their units.
- b. Music, live or recorded, is restricted to inside the Clubhouse, and should not be audible from a distance of more than 25-yards away.

17. **COMPLAINTS:**

- a. Upon receipt of a **valid complaint** from a nearby *Homeowner* about the behavior or actions of guests, or noise, the *Homeowner* renting the Clubhouse will be asked to take corrective action concerning the issue that generated the complaint.
- b. If a second **valid complaint** is received during the same rental agreement period, the *Homeowner* will be asked to conclude the private function immediately, restore the Clubhouse to the same condition it was in when it was turned over to them for their use, and return the key.

18. **CLEANING:**

- a. The *Homeowner* agrees to perform whatever cleaning is necessary (e.g. cleaning countertops, emptying trash, vacuuming carpet, etc.) to restore the Clubhouse to the same condition it was in during the walk-through inspection prior to the private function.
- b. If the *Homeowner* doesn't perform the necessary clean up, they acknowledge their security deposit will be forfeited.
- c. Trash that doesn't fit in the outside trash container must be removed from the premises by the *Homeowner*.
- d. All tables and chairs must be wiped clean prior to being stacked and stored away.

19. **SECURITY DEPOSIT:**

- a. As a condition of renting the Clubhouse, the *Homeowner* agrees to the payment of a \$100.00 cash security deposit.
- b. The *Homeowner* understands and acknowledges that \$25.00 of the \$100.00 cash security deposit is non-refundable (See Note 2).
- c. The *Homeowner* acknowledges that payment of the security deposit does not absolve them from liability for any damage(s) in excess of the amount of the \$100.00 cash security deposit.

- d. The *Homeowner* agrees to pay all costs associated with repairing any/all damage(s) to the Clubhouse that occurs during the period of this rental agreement. Payment for any/all damage(s) is to be made within 30-days. If the damage(s) must be repaired immediately to preclude further damage to the Clubhouse from occurring, payment is also due immediately. Non-payment of repair costs will result in an assessment being posted to the *Homeowners* account. The assessment will be subject to immediate collection action.
- e. The \$100.00 cash security deposit may be paid at any time, but not more than ninety (90) days prior to the private function, in order to guarantee the reservation date.

20. MISCELLANEOUS:

- a. No grilling is permitted on the Clubhouse premises.
- b. The *Homeowner* agrees to remove any/all helium filled balloons used during their private function (See Note 3).
- c. The maximum capacity of the Clubhouse is 50 people if seated, and 60 if standing.
- d. The Clubhouse doorways must not be obstructed at any time.
- e. No confetti of any type may be used within the clubhouse.
- f. No glass bottles or containers are permitted outside the confines of the clubhouse.

21. KEYS:

- a. Keys to the Clubhouse (door and thermostat controls) will only be provided to the *Homeowner* after completion of the pre-rental walk-through inspection, the Clubhouse Reservation, Rental and Usage Agreement Form, and payment of the security deposit.
- b. The *Homeowner* agrees to keep the Clubhouse keys under their personal control at all times during the period of this rental agreement.
- c. The *Homeowner* acknowledges that the keys to the Clubhouse are never to be given to non-residents under any circumstances.
- d. The *Homeowner* acknowledges the Clubhouse keys are to be returned to the *Association* upon completion of the walk-through inspection, which is to be done as soon as is practical after the private function is over.
- e. The *Homeowner* acknowledges their security deposit will be retained by the *Association* until the Clubhouse keys have been returned.

- f. In the event the Clubhouse key is lost while in their possession, the *Homeowner* agrees to reimburse the Association for the cost of re-keying and/or replacing four (4) locks. If the *Homeowner* fails to reimburse the *Association*, an assessment equal to the cost of re-keying and/or replacing four (4) locks will be posted to the *Homeowners* account. The assessment will be subject to immediate collection action.

22. SEWELL CLAUSE:

- a. The *Homeowner* acknowledges that the Clubhouse, and its adjacent common areas, has been entrusted to the Board of Directors for management and care on behalf of all members of the *Association*.
- b. The *Homeowner* further acknowledges that in keeping with this responsibility, the Board of Directors, as good steward's of the *Association's* assets, has the right to make unannounced spot checks to ensure the terms of this agreement are being adhered to at all times.

Note 1: The pool cover was replaced in November 2006 at a cost of slightly over \$6,000.00. If it is damaged during a private function the Homeowner will be held responsible for the cost of its replacement.

Note 3: These funds are deposited into a separate account that goes towards expenses that are incurred as a result of renting out the Clubhouse (e.g. cleaning supplies, kitchen and bathroom paper products, replacement of cleaning equipment).

Note 3: When helium filled balloons descend they trigger the motion detectors. If the number of response calls included in the current security contract is exceeded, the Association incurs a charge. The Homeowner will be responsible for reimbursement of the additional charge.

By signing below, I acknowledge that I have read, understand and agree to all the conditions and terms above, and that I have received a set of keys to the Greystone Homeowners Association Clubhouse.

<i>Printed Name of Legal Homeowner(s)</i>	<i>Signature of Legal Homeowner(s)</i>
<i>Homeowner's Street Address</i>	<i>Homeowner's Phone Number</i>
<i>Signature of Association Representative</i>	<i>Date</i>