

OLDE ATLANTA CLUB CLUBHOUSE



Application For Reservation And Rental Agreement
Please Return This Copy

RESERVATIONS AND INFORMATION: Call Tony Wright 770-814-8267

Nature of Event and Rules & Regulations of the Clubhouse

In consideration for allowing me the exclusive use of the Olde Atlanta Club Clubhouse for a private function, I, the undersigned, agree as follows:

1. I agree to rent the Clubhouse under the terms and conditions as set out below. The facility key is the property of the Association and must be returned to the reservation agent within 48 hours after the event. Failure to return the key will result in a delay of the return of my deposit. If the key is lost, I understand the cost of replacing the key will be deducted from my deposit. I agree that until the final walk-thru has been conducted with the on-site representative, the condition of the clubhouse is my sole responsibility. The walk-thru should be done no later than 24 hours after my event.
2. I acknowledge that rights to rent and utilize the facility will be disallowed if I am in arrears as to any assessment or fee due the Association.
3. I will submit payment in the form of two (2) checks from my personal account in the amount of \$125 non-refundable rental fee and a \$300 damage deposit made payable to the Olde Atlanta Club HOA. A \$300 refundable damage deposit is required of every group. **Should you wish special consideration from the OACHOA, an application will be provided for the Board's consideration of your request.** All reservations prior to receiving this agreement and the appropriate payments are tentative. Checks should be mailed or hand delivered to the reservation agent to officially reserve your date and time.
4. I understand that the \$125 fee and the \$300 deposit are due and payable upon the submission of this Application and Rental Agreement. I understand that the damage deposit is refundable under the circumstances described below. I understand that if I cancel my reservation less than 10 days prior to the event, a \$50 cancellation fee will apply.
5. I understand I am being granted permission to use the Clubhouse only. **This does not include any use of the swimming pool, pool deck, tennis courts, playground, pavilion, or any other Association property.** I further understand that the reservation permits my function to use only the Clubhouse for the hours permitted. Clubhouse hours from Monday to Thursday are until 11:00 pm. Clubhouse hours extend to 1:00 am on Friday, and Saturday nights and/or holidays. Loud music (that can be heard outside the Clubhouse) is not permitted after 11:00 pm. Reasonable New Year's Eve party music may be extended until 1:00 am.
6. I understand that continued use of the Clubhouse after the hours for which it has been reserved, or prior to the day of the event, will constitute a breach of this agreement, and will result in the forfeiture of my deposit. The Association reserves the right to remove any participant who enters early or remains after the reserved time or who does not restrict their use to the Clubhouse.



7. I understand that the aforementioned damage deposit of \$300.00 will be used to pay for excessive cleaning costs and any and all damages resulting to the Clubhouse, its contents, or any other portion of the property for my actions or any actions of persons 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 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 written explanation of the damages and a bill from the Association for such repairs. I agree that all deposits, fees, and expenses incurred by the Association as a result of the use of the Clubhouse under this Agreement shall be considered an assessment and constitute a lien against my property and shall be fully collectible as provided for in the Association's Declaration, By-laws, and relevant Georgia statutes. Subject to the noted deductions, the deposit will be refunded in whole or in part by mail.

8. Children's events must be chaperoned by an adult to a ratio of **1 adult for every 8 children**. This includes children 18 and younger. An adult is defined as a person over the age of 18 **responsible** for the safety and well-being of the children involved. There must be at least one OAC homeowner chaperone at the party/event.
9. I agree to be bound by and comply with the Clubhouse rules in order to have the \$300.00 deposit returned. I understand that it is my responsibility to secure the Clubhouse before leaving and that all doors are to be closed and locked, lights turned off and thermostat set before leaving (AC 80° / Heat 60°).
10. • The entire interior of the Clubhouse is a **non-smoking** facility.
• Swimming attire is **not** permitted inside the Clubhouse.
• Beverage containers/tubs must be used on the street side of the veranda in non-leaking containers.
• Grills are allowed **ONLY** in the designated areas at street level. Absolutely **no grills** are allowed on the veranda (upper porch) at any time.
• Helium balloons and candles/lanterns/votives are **not allowed** in the Clubhouse.
• **No tape or any type of adhesive** is allowed on dry wall, moldings and windows.



Notice of Liability

- I. 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 all claims, costs, causes of action, and liability for personal injury or death and damage to or destruction of property arising from my use of the Clubhouse and its appurtenances. I agree that no alcoholic beverage will be served to anyone under the age of twenty-one (21) years of age. I understand that if the Association observes or determines that intoxicated guests or minors are being served alcohol, the Association reserves the right to terminate the function and to ask my guests to leave.
- II. I agree to indemnify and hold harmless the Association, its officers, directors, employees, agents and members, present, past and future, from any and all charges, claims, costs, causes of action, damages and liabilities (including but not limited to attorney's fees) for any and all injuries to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees, any member of the Association or any other person which arise from or are in any way related to the above activity, rental, or use of the Clubhouse.
- III. 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 Olde Atlanta Club Declaration, By-Laws, and Rules and Regulations. I acknowledge that violation of any provision of the Olde Atlanta Club Declaration, By-Laws, or Rules and Regulations by any person present at, attending, or in any other way related to my function, may, in the sole discretion of the Olde Atlanta Club Board of Directors, result in forfeiture of my deposit.
- IV. I understand that I am being granted the exclusive use the of the Clubhouse for the time period described below, 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.
- V. I am at least twenty-one years of age and will be in attendance at my function. I hereby agree and represent that the Clubhouse will be used for lawful purpose only and that if any conduct at the function I am sponsoring violates federal, state or local laws or ordinances, my rights to 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 leave the property.

I understand that my reservation of the Clubhouse on the date listed below will not be confirmed nor will the Agreement be binding until such time as the Association or its agent has executed this Agreement. I have carefully read and understand this rental form and agree to be bound by its terms.

NOTE: Rules and Regulations are subject to change.



Olde Atlanta Club Clubhouse Rental Agreement

I am renting the clubhouse for the purpose of: _____.

This function will not be attended by more than _____ people (maximum of 100 allowed).

My event will be held between the hours (of _____ and _____, on
(date) _____ (including set-up and clean-up time).

OLDE ATLANTA CLUB HOMEOWNER:

Signature of Responsible Owner in attendance

Print Name

Street Address

_____/_____
Home Phone Work Phone

Email

Approved by OACHOA

Tony Wright, Clubhouse Committee Chairman Date