

**SENTINEL ON THE RIVER
CLUBHOUSE RENTAL AGREEMENT**

RESERVATION DATE _____ RESERVED BY _____

TYPE OF FUNCTION _____

TIME OF FUNCTION - FROM _____ TO _____ NUMBER OF GUESTS _____

In consideration for allowing me the exclusive use of the Sentinel on the River Clubhouse for a private function, I, the undersigned, agree as follows:

1. I agree to rent the Clubhouse under the terms and conditions set out below.
2. I will submit payment of \$550.00, **payable in two checks**. The first check is for the damage deposit of \$400.00. It is refundable within thirty (30) days after the function if there is no damage and the facility is cleaned as described below. The second check is for the non-refundable rental fee of \$150.00. Both checks should be made payable to "Sentinel on the River HOA" and attached to this rental agreement.
3. This function shall not be attended by more than one hundred (100) people as that is the maximum allowed by the Fire Marshall. I understand that I am being granted permission to use the Clubhouse only. This does not include any use of the swimming pool, pool deck, tennis courts or any other Association property. I further understand that the reservation permits my function to use only the Clubhouse for the hours permitted, which are no later than 1:00 a.m. on Friday and Saturday nights or holiday seasons, and no later than midnight for events scheduled Sunday through Thursday nights. I agree that my rental of this community facility will not involve any event designed for the monetary profit of anyone individual.
4. The party or other function will be held between the hours of _____ and _____ on _____. I understand that continued use of the Clubhouse after the hours for which it has been reserved will constitute a breach of this Agreement and will result in forfeiture of my deposit. The Association reserves the right to remove any participant who remains after the reserved time or who does not restrict his/her use to the Clubhouse.
5. I understand that the aforementioned deposit of \$400.00 will be used to pay for any and all damages resulting to the Clubhouse, its contents, or any other portion of the property from my actions or the 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 repair 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 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 of Covenants. Subject to the noted deductions, the deposit will be refunded in whole or in part by mail.

6. In the event of cancellation of my reservation, the rental fee and deposit will be returned, provided that the reservation is cancelled within twenty-four (24) hours prior to my event.

7. I agree to be bound by the Clubhouse rules, to clean the facilities after use, and to return the Clubhouse to an "as found" condition in order to have the \$400.00 deposit returned. Party decorations are not permitted on the walls, moldings or ceilings of the building. No helium balloons are allowed in the building. No Smoking is allowed in the building and all cigarette butts must be removed from the Clubhouse grounds. Clean-up materials such as brooms and cleaning agents are available in the Clubhouse, however, any other supplies located in the supply closet and other rooms are only for Association use. The Clubhouse does have folding chairs and three small banquet tables that you are welcome to use. Please return them to the back room, fold them and lean them against the wall being careful not to scratch the walls. All trash bags and paper towels shall be provided by renter. Clean-up must be completed by noon of the following day provided facility is not rented for the following day. If the facility is rented the following day, all clean-up must be completed at the end of the event. Cleaning includes:

- a) all Clubhouse dishes must be washed, dried and returned to the pantry closet
- b) kitchen sinks, countertops, refrigerator, oven/stove, microwave and floor must be clean
- c) bathrooms cleaned, and floors mopped, as required
- d) all trash must be bagged, removed from the clubhouse and placed in the outside trash cans
- e) all unused food and beverages must be removed from the premises
- f) furniture and accessories must be returned to their original placement
- g) floors must be thoroughly swept, and carpets vacuumed
- h) all exterior signs, which may have been posted, must be removed, including any posted throughout the neighborhood
- i) thermostat must be adjusted to 50 degrees in winter and 80 degrees in summer before leaving the facility.
- j) doors from the main Clubhouse and kitchen must be locked to prevent unauthorized access.
- k) all lights must be turned off, the alarm set, the doors locked, and the keys returned to the lockbox referred in paragraph 8 below.

8. The Clubhouse key is located in the lockbox on the right side of the front door. Pull down the black door on the lockbox and use the 4-digit combination code given to you by Community Management Associates (CMA), our property management company. There will be a \$75.00 charge if key is not returned to the lockbox within twenty-four (24) hours after rental. **I understand that the Clubhouse key is the property of the Association and may not be duplicated and that I MAY NOT TAKE THE KEY OFF THE PREMISES.** Upon returning the key to the lockbox ensure that the tumblers are rolled to hide the combination code you were given.

To disarm the alarm after you have entered the front door, look to your immediate right for the fire alarm panel. Punch in the 4-digit code given to you by CMA to disable the alarm. Once your event has concluded, and with the front door fully closed, punch in your 4-digit code and immediately go to the front door, open and close it behind you and securely lock the door. You will have thirty (30) seconds to exit before the alarm sounds. **Any fees charged by the city of Roswell Police Department or the Alarm Company resulting from false alarms are the sole responsibility of the lessee.**

9. Other restrictions include: a) please respect neighboring properties and keep noise at a level heard only inside the Clubhouse; and b) if you have more guests/cars that the parking lot can

accommodate you may park on ONE side of the street ONLY, facing in the direction of moving traffic. Cars parked improperly may be ticketed by Roswell police.

10. 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.

11. Checks should be made payable to "Sentinel on the River HOA" and mailed with this signed application to:

Kim Roberts, Property Manager
Community Management Associates
1465 Northside Drive, Suite 128
Atlanta, Ga. 30318
Office: 404-835-9262 or 404-835-9100

There must be two checks, one for the rental and one for the deposit.

Notice of Liability

12. 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 officer's 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 from my use of the Clubhouse. I agree that no alcoholic beverage will be served to anyone under twenty-one (21) years of age. If the Association determines or observes intoxicated guests or minors being served alcohol, the Association reserves the right to terminate the function and to ask my guests to leave.

13. I agree to indemnify and hold harmless the Association, its officers, directors, employees, agents, and members, from any charges, claims, costs, causes of action, damages and liabilities (including, but not limited to attorneys' 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.

14. 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 Sentinel on the River rules and regulations. I acknowledge that violation of any provision of the Sentinel on the River rules and regulations by any person at, attending, or in any other way related to my function, may, in the sole discretion of the Sentinel on the River Board of Directors, result in forfeiture of my deposit.

15. I understand that I am being granted the exclusive use of the Clubhouse for the time 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. Sentinel on the River HOA and Community Management Associates will make every effort to ensure you uninterrupted use of the facility but cannot make any guarantee.

16. I am at least twenty-one (21) 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 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 leave the property. I understand that my reservation of the Clubhouse on the aforementioned date will not be confirmed nor will this Agreement be binding until such time as this Agreement has been executed and the checks have been received by the Association or its agent. I have carefully read and understand this Rental Agreement and hereby agree to be bound by its terms.

Lessee Signature _____

Kim Roberts, Agent for Sentinel on the River

HOA Date _____

Lessee Name (please print) _____

Address _____

Telephone (including area code) _____

To be completed by Community Management Associates:

Deposit Check: Date received _____ Amount _____ Check # _____

Date returned _____ Amount returned _____

Rental fee: Date received _____ Amount _____ Check # _____