

SENTINEL ON THE RIVER CLUBHOUSE RENTAL APPLICATION AND AGREEMENT

- To ensure availability, applications must be submitted not less than **30** days before the planned event.
- To find an available date for your event, you may view the calendar kept on the CMA website to verify that the date is available. You will need to login to your CMA account, click on the 'Calendar' button and it will bring up the calendar for Sentinel on the River. If you have issues, you can always email the Reservations Department at Reservations@CMA.com.
- Please be sure to sign and initial agreement, including the Regulations and Clubhouse Rules (Attachment I) and Pool Rules and Regulations (Attachment II)
- First submit to the Architectural Control Committee at ACC@sentinelontheriver.com. After you receive approval from ACC, send a copy of the approval and Rental Agreement with two checks as provided in Paragraph 13 of the Rental Agreement.

RESERVATION DATE _____ RESERVED BY _____

TYPE OF FUNCTION _____

TIME OF FUNCTION FROM _____ TO _____

TOTAL NUMBER OF GUESTS _____ (THOSE UNDER 21*) _____

FACILITIES TO BE USED: (Circle all that apply):

Clubhouse Pool* Front Lawn Upper Parking Area

Use of Clubhouse will be exclusive. All other facilities are nonexclusive use.

*If use of pool is requested, you must indicate the approximate number of persons under the age of 21 years. This information is needed to due to the HOA agreement with the swim and lifeguard service company.

Reviewed by SOR Architectural Control Committee: _____ (date) _____

Approved/Disapproved (circle one)

RENTAL AGREEMENT

In consideration of Sentinel on the River Homeowner and Recreational Association [“Association” or “Sentinel on the River HOA”] allowing me the use of the Sentinel on the River Clubhouse [“Clubhouse”] and other designated facilities, for a private function, I, the undersigned, agree as follows:

1. I agree to rent the Clubhouse and other facilities designated below, either on an exclusive or nonexclusive basis, under the terms and conditions set out below. Only the Clubhouse is exclusive use. All other facilities are on a nonexclusive use basis. In addition, I have read and acknowledge the Clubhouse and Facilities Rules and Pool Rules and Regulations (“Pool Rules”) which are attached hereto and incorporated by this reference.
2. I will submit payment of the following amounts, **payable in two checks**. The first check is for the Damage Deposit. The second check is for the non-refundable Rental Fee. Both checks should be made payable to “Sentinel on the River HOA” and attached to this Rental Agreement. The selected facilities that I wish to use are identified below. [Please indicate your choice by “X” below.]

X	Facility and Use	Rental Fee and Damage Deposit
<input checked="" type="checkbox"/>	For Clubhouse: this includes nonexclusive use of the upper and lower parking lots for purposes of parking guests’ vehicles.	\$ 250 with Damage Deposit of \$675
<input type="checkbox"/>	For Clubhouse open to all residents for community event: this includes nonexclusive use of the upper and lower parking lots for purposes of parking residents’ vehicles. Check with Board to determine if event qualifies.	No charge
<input type="checkbox"/>	For Clubhouse and nonexclusive use of Upper Parking Area for staging of food truck or other ancillary structures such as bouncy houses and nonexclusive use of the parking lot for purposes of parking guests’ vehicles.	\$500 with Damage Deposit of \$675
<input type="checkbox"/>	For Clubhouse and Pool: this includes nonexclusive use of both the pool and the upper and lower parking lots for purposes of parking guests’ vehicles. Pool use is subject to Pool Rules and the availability and hiring of lifeguards.	\$400 with Damage Deposit of \$675; additional fees apply for providing necessary lifeguards
<input type="checkbox"/>	For Clubhouse and Pool if limited to resident and ten (10) other persons: this includes nonexclusive use of both the pool and the upper and lower parking lots for purposes of parking guests’ vehicles. Pool use is subject to Pool Rules and the availability and hiring of lifeguards.	\$250 with damage deposit of \$675
<input type="checkbox"/>	For Clubhouse, Pool, and Upper Parking Area: this includes nonexclusive use of all the following: the Upper Parking Area for staging of food truck or other ancillary structures such as bouncy houses, pool and lower parking lot for purposes of guests’ vehicles. Pool use is subject to Pool Rules and the availability and hiring of lifeguards.	\$650 with Damage Deposit of \$675; additional fees apply for providing necessary lifeguards

3. Limitation on Number of Participants: This function shall be attended by no more than ____ persons and in no event shall the number of persons attending be over one hundred (100) people as that is the maximum allowed by the Fire Marshall. An adult will properly supervise juveniles. Pool access may be limited by age and number depending on use by other residents. Please see Pool Rules.

4. Limitation on Use of Facilities: I understand that the Association has granted me permission to use only those facilities selected above. Unless specifically selected, this does not include any use of the swimming pool, pool deck, tennis courts, front lawn area or any other Association property. Further the use of parking area is nonexclusive and limited to guest parking. I agree that my rental of any of these community facilities will not involve any event designed for the monetary profit of anyone person. If I request the use of the Pool, I may need to pay additional charges for lifeguards during the party duration. If no lifeguards are available, I may not be able to use the Pool. I shall monitor the pool access to ensure compliance with lifeguard's instructions and if no lifeguard present, to ensure Pool is not overcrowded and Pool Rules being followed. Pool Rules apply, and any violation of the rules shall terminate any right to access, and the Damage Deposit forfeited.

5. Limitation of Hours of Use of Facilities: I further understand that the reservation permits my function to use only the Clubhouse for the hours ____ to ____ on _____, ["Reservation Time and Date"] but in no event shall the use be later than 1:00 A.M of the following morning on Friday and Saturday nights or holiday seasons, and no later than midnight for events scheduled Sunday through Thursday nights. If Pool use is included, the use is only until 10 PM. If use extends beyond hours designated above, the Association may elect to charge me an additional fee of \$100 per hour or any portion of an hour thereafter which extends beyond the Reservation Time and Date as damages. I understand that continued use of the Clubhouse after the hours reserved will constitute a breach of this Agreement and will result in forfeiture of the Damage Deposit. The Association reserves the right to remove any participant who remains after the Reservation Time and Date or who does not restrict his/her use to the Clubhouse and any selected facilities. Non-resident participants remaining in or on the facilities after designated hours will be deemed a trespasser.

6. Use of Damage Deposit: I understand that the Damage Deposit will be used to pay for any and all damages resulting to the Clubhouse, its contents, other selected facilities, 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 Damage Deposit will be explained. If costs of repair exceed the amount of my Damage 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 Damage Deposit, fees, and expenses incurred by the Association as a result of the use of the Clubhouse or selected facilities 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 Amended and Restated Declaration of Covenants, Conditions and Restrictions and other governing documents. Subject to the possible deductions under this Agreement, the Damage Deposit will be refunded in whole or in part by mail within thirty (30) days after the function.

7. Cancellation: In the event of cancellation of my reservation, the rental fee and Damage Deposit will be returned, provided I give the Association notice of the cancellation of the reservation within twenty-four (24) hours prior to my event.

8. Clubhouse and Pool Rules: I confirm that I have read and agree to be bound by the Clubhouse and Facilities Rules and Pool Rules which are attached to this Agreement and incorporated by reference. Further that I will advise my guests of such rules and/or post written copies of such rules in a conspicuous place in the Clubhouse accessible to my guests.

9. Access to Clubhouse: The Clubhouse fob 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 fob is not returned to the lockbox within twenty-four (24) hours after rental. Upon returning the fob to the lockbox ensure that the tumblers are rolled to hide the combination code you were given. You will also be given access through your Brivo Pass. If you need to access the Clubhouse before the event to set up, you must notify Community Management Associates ["CMA"] 72 hours prior to the time you need access.

10. Alarm System: 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.**

11. Other restrictions: Respect neighboring properties and keep noise at a level heard only inside the Clubhouse. Remember that you will be sharing the parking lots and pool, if selected above. If you have selected the pool above, your guests are subject to Pool Rules and instructions of lifeguard or other authorities. 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. The Roswell Police may ticket cars parked improperly.

12. I acknowledge and agree that the Association may disallow my rights to rent and utilize the facilities if I am in arrears as to any assessment or fee due the Association.

13. I will send two checks payable to "Sentinel on the River HOA" with one for the rental and the other for the Damage Deposit and mailed with this signed application to:

Sentinel on the River HOA
Community Management Associates
1465 Northside Drive, Suite 128
Atlanta, Georgia 30318

14. Notice of Liability: 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 and any facility. 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 or consuming alcohol, the Association reserves the right to terminate the function and to ask my guests to leave.

15. Indemnification: 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 and facilities.

16. Assumption of Responsibility: 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 rules and regulations. I acknowledge that violation of any provision of the Association rules and regulations by any person at, attending, or in any other way related to my function, may, in the sole discretion of Association Board of Directors, result in forfeiture of my Damage Deposit.

17. Termination of Right to Use: 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. I understand other residents may use the other facilities, including the pool and parking lots. For “nonexclusive” facilities, I will make reasonable accommodation for other resident’s use. The Association and Community Management Associates will make every effort to ensure my uninterrupted use of the facilities but cannot make any guarantee.

18. I am at least twenty-one (21) years of age and will attend my function. I hereby agree and represent that the Clubhouse and other facilities subject to this Agreement 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 and other facilities under this Agreement shall terminate and the Association shall have the right to take possession of the Clubhouse and other facilities and instruct my guests to leave the property. I understand that the Association will not confirm my reservation of the Clubhouse on the Reservation Time and Date, nor will this Agreement be binding until such time as this Agreement has been approved, executed and the checks have been received by the Association or its agent. I have carefully read and understand this Rental Agreement and Attachments I and II and hereby agree to be bound by the terms thereof.

Lessee Signature

Date: _____

Reservation Department on behalf of Judy LeFave, Agent for Sentinel on the River
Homeowner and Recreational Association

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 # _____

Attachment I

Clubhouse and Facilities Rules

1. Facilities will be cleaned after use and return to an "as found" condition to have the Rental Deposit returned.
2. Party decorations are not permitted on the walls, moldings, or ceilings of the building.
3. No helium balloons are allowed in the building.
4. No Smoking is allowed in the Clubhouse or Pool area and all cigarette butts must be removed from the Clubhouse grounds.
5. 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.
6. The Clubhouse does have folding chairs and banquet tables that may be used. Please return them to the back room, fold them and lean them against the wall being careful not to scratch the walls.
7. All trash bags and paper towels shall be provided by renter.
8. Clean-up must be completed by noon of the following day provided facilities are not rented for the following day. If the facilities are rented the following day, all clean-ups 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, asrequired
 - d. All trash must be bagged, removed from the Clubhouse, and other rental facilities such as Pool Area and parking lots, and placed in the outside trash cans that are located inside the trash can corral at the top of the stairs to the parking lot.
 - 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 the Rental Agreement.

9. If Pool facility exclusive use is included:

- a. Umbrellas must be collapsed
- b. Trash removed to corral at top of stairs in parking lot
- c. Items removed from pool deck and pool such as cups, toys, detritus

Initials: _____

Attachment II

Pool Rules and Regulations

1. By entering this amenity area, you acknowledge and accept all responsibility and liability for your use, and also any adult and minor child living in your household.
2. Pool Hours are daily from 6:00 AM to 10:00 PM during Pool Season.
3. Pool access is only through the gate. Ensure that the gate closes and locks after your entry. Do not prop the gate open. Access is by assigned code via telephone or fob or card.
4. Use of this Amenity is at YOUR OWN RISK, including the Risk of Exposure to All Communicable Diseases and Illnesses.
5. All guests must be accompanied by an authorized adult HOA member. An adult family member of each household needs to be always present when family members or guests are using the Pool. Children 14 or younger must be accompanied by an adult. The number of guests is limited to ten (10) per household and if resident is 18 or younger, only four (4) guests are permitted.
6. Only persons wearing proper swim attire are permitted in the pool area. Disposable swim diapers are allowed in the water.
7. Only one person permitted on diving board at a time.
8. Use of any music playing device is permitted with headphones only.
9. No horseplay, running, jumping, rough and boisterous conduct permitted.
10. No glass or breakable materials are allowed in the pool area.
11. No smoking is permitted (including e-cigarettes and similar devices) in the pool area.
12. No animals are permitted in the pool area.
13. No improper conduct, threatening, foul, offensive, profane, or abusive language permitted.
14. Unauthorized users of the pool must vacate immediately upon request.

15. Lifeguard stand is for the sole use of lifeguards. Residents and guests are not to climb, sit or jump from stand.
16. Trash must be placed in the trash receptacles.

Violation, if any, of the above rules will be reported to the Board and Pool Committee. Violations will be recorded as well as a letter sent to the resident homeowner as official notice of the violation. After the first warning, a final letter of notification will result in immediate revocation of privileges for the season.

June 1, 2022

Initials: _____