

ORCHARD LAKE Clubhouse Rental Information

Enclosed please find the rental application form you requested concerning the use of the Orchard Lakes clubhouse. The application must be completed and returned with the clubhouse rental fee check and cleaning and damages deposit check at least 2 weeks prior to your use. *The rental fee may be waived for neighborhood functions approved by the Board. Please send formal requests to waive the rental fee to orchardlake30028@gmail.com – Include the reason for the request and the nature of the function.*

Orchard Lake Clubhouse holds a maximum of 30 people. The clubhouse is equipped with two bathrooms and a main gathering room; no kitchen is available. Furniture is as follows: 1 short table with 6 chairs; 3 tall tables with 4 chairs each; 1 short bar; 2 bar stools. This space is excellent for birthdays, showers and other cozy gatherings.

Please send **two checks** with your application:

Clubhouse non-refundable rental fee: \$25.00

and Refundable damage and cleaning deposit: \$125.00

CLUBHOUSE KEYS: A representative from the HOA will contact you 3-4 days before your reservation date to determine a time to unlock the doors. Keys will not be given out, instead the HOA Board member will unlock the doors at a pre-arranged time the day of the event, as well as lock the building after the event is finished.

Rental fee and cleaning / damages deposit checks must be received at least 2 weeks **prior** to your event.

CANCELLATIONS: Must be emailed (orchardlake30028@gmail.com) at least 2 days in advance to open it up to other residents. If cancellation is not made prior to the rental date, you will forfeit your rental fee.

Please return application and both checks made payable to: Orchard Lake HOA

Mail to:

**Orchard Lake
1400 Buford Highway, Suite K-1
Sugar Hill, GA 30518**

Email orchardlake30028@gmail.com with any questions.

KEEP A COPY OF THIS AGREEMENT FOR YOUR FILES: If I am in arrears with any fees, this agreement is null and void. In consideration for allowing me the exclusive use of the ORCHARD LAKE Clubhouse for a private function, I, the undersigned, agree as follows:

Nature of Function and Rules & Regulations of the Clubhouse

1. I am renting the Orchard Lake Clubhouse for the purpose of: _____
If this is a pre-approved neighborhood function and no rental fee is required check here:
Deposit may be required.
2. **This function will not be attended by more than _____ people.**
Maximum Occupancy 30. I understand I am being granted permission for exclusive use of the clubhouse only. This does not include exclusive use of the swimming pool, pool deck, or any other Association property. I further understand that the reservation permits my function to use only the Clubhouse for the hours of rental. Loud music or other noise (that can be heard outside the Clubhouse) is not permitted after 10PM. The Clubhouse must be vacated by midnight.
3. **Event Date:** _____ **between the hours of** _____ **and** _____.
4. **SETUP:** If you wish to request early access (night before) to setup for your event, review the online clubhouse calendar for availability, and send an email to orchardlake30028@gmail.com to request early setup time, not more than 24 hours in advance (may be provided depending on other uses of clubhouse and may be limited to the same day as the event).
5. 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 result in the 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 use to the Clubhouse. I agree to rent the Clubhouse under the terms and conditions as set out below.
6. I understand that the condition of the clubhouse is my sole responsibility and if not left in clean and orderly condition, I will lose my deposit. I acknowledge that it is my responsibility to complete the Pre-Rental Inspection walkthrough with a board member when first accessing the space, and that I will be responsible to fix any damages not noted on the Pre-Rental Inspection Checklist.
7. I will submit payment in the form of two (2) checks to cover the rental fee and cleaning/damage deposit. Rental fee: \$25. Refundable cleaning and damage deposit: \$125. Both checks are payable to the ORCHARD LAKE. A refundable damage deposit is required with every reservation. Checks should be mailed to: 4705 Orchard Park Lane Cumming, GA 30028. Fee is due and payable upon the submission of this Application and Rental Agreement, no later than seven (7) days preceding the planned function. I understand that the payment includes a \$125.00 cleaning and damage deposit, refundable under the circumstances described below.
8. I acknowledge that a \$50.00 fee will be charged for all returned checks. If for any reason two checks were to be returned, I understand that thereafter all sums due must be paid in the form of cash or a cashier's check for any further rental of Association property.

9. I understand that the aforementioned cleaning & damage deposit of \$125.00 will be used to pay for 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 agree to notify the HOA Board of any damage or cleaning problems within 24 hours. I understand that any charges made against my deposit are at the discretion of the HOA. 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, Bylaws, and relevant Georgia statutes. Subject to the noted deductions, the deposit will be refunded in whole or in part by mail.
10. For the safety and wellbeing of children, children's events must be chaperoned by adults (defined as someone age 18 or older) to a ratio of 1 adult to every 8 children. This includes any children under the age of 18.
11. I agree to be bound by the Clubhouse rules to clean the facilities after use and to return the Clubhouse to a re-rentable condition in order to have the deposit returned. No "day after" clean-ups are allowed, unless approved by the Board upon booking. Clubhouse must be secured, and all doors closed and locked, lights turned off, ceiling fans left in the off position, and doors secured.
12. Cleaning includes floor swept and mopped, bathrooms includes sink, back splash, counter tops, toilets, and showers. All furniture replaced, all tables cleaned, and chairs replaced. Wipe walls, woodwork and doors if needed. All garbage bagged and deposited outside the clubhouse in the large trashcan located in the parking lot, and all exterior signs, which may have been posted, are removed. I will provide my own trash bags and cleaning materials.
13. The entire interior of the Clubhouse is a non-smoking facility. Signs and balloons are permitted in front of the clubhouse during the event. They should not be placed any earlier than 1 hour before the event begins and should be removed during the clean up immediately following the event.

Notice of Liability

14. 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. 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.
15. I agree to indemnify & 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 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 of any other person which arise from or are in any way related to the above activity, rental, or use of the Clubhouse.

16. 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 Orchard Lake Declaration, By-Laws, and Rules and Regulations. I acknowledge that violation of any provision of the Orchard Lake 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 Orchard Lake HOA Board, result in forfeiture of my deposit.
17. I understand that I am being granted the exclusive use the 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.
18. I understand that being in good standing as a member of the Orchard Lake community is a prerequisite condition for the rental of the clubhouse. If I am not current on all payments to the Association, I forfeit the right to use Association property, which includes, but is not limited to the Clubhouse.
19. I am at least twenty-one years of age, a current resident/property owner in good standing, 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 will not be confirmed, nor will the Agreement be binding until this agreement and payments have been received by the HOA Board. I have carefully read and understand this rental form and agree to be bound by its terms. Rules and Regulations are subject to change.

By ORCHARD LAKE HOMEOWNER:

Signature of Responsible Owner in attendance

Date

Print Name

Street Address

Phone #(s) / Email

Clubhouse Use Checklist

Name: _____ **Date:** _____

The Association wishes that you experience an enjoyable atmosphere at your event. The Clubhouse has been cleaned and maintained to enhance your event. If you arrive at the Clubhouse and discover existing damage prior to your use of the Clubhouse, please inform the HOA representative immediately. Take pictures if possible. By not contacting the HOA representative, you may be accepting responsibility for existing damage.

This completed Clubhouse Use Checklist must be signed and returned to the HOA representative before your deposit check can be cleared for shredding.

HOA Representative – Name: _____ Phone #: _____

*Please contact the above HOA representative when you are ready to depart, as well as if you have any problems during your event.

Pre-Rental Inspection I encountered the following problems when I arrived at the clubhouse:

Please check one or more as needed:

- The main area was not clean
 - The restrooms were not clean or working
 - The following items were missing or damaged: _____
 - Other Problem (can continue on other side): _____
 - or --
 - No problems. The clubhouse was in good condition and ready for rental.**
- Attested by HOA Board member and renter: (Initial) _____

Check Out Checklist Cleaning Checklist:

Please check each item off as you clean after you event, add notes as needed:

- Floors swept and mopped
- All items, including decorations, brought for my event have been removed
- Trash has been deposited in the clubhouse trash cans located in the parking lot
- All furniture in its original placement
- Restrooms are clean, working and undamaged
- Lights turned out; ceiling fans left in the OFF position
- Tables and chairs wiped down
- Management company and HOA representative notified of any damage or cleaning issues.

I [am / am not] (please circle one) leaving the Clubhouse clean and in good condition. It is in condition to be rented immediately by a fellow homeowner.

Signed: _____

Printed Name: _____ **Date:** _____

Orchard Lake HOA Use Only:

Recommended Refund (YES / NO); Amount \$: _____

If not, why: _____

Name, Signature, Date: