

**COUNTRY WALK HOMEOWNERS' ASSOCIATION, INC.**  
**PAVILION RESERVATION AND USE AGREEMENT**

Revised 7/21/2022

**Maximum 3 hour rental per contract**

In consideration for the Country Walk Homeowners' Association, Inc. ("Association") allowing me the exclusive use of the Country Walk Pavilion and equipment and furnishings therein (hereinafter "Pavilion") on \_\_\_\_\_, 20\_\_\_\_, I, the undersigned, am a member of the Association and agree as follows:

1. I am reserving the Pavilion for the purpose of \_  
(the "Function") which will be attended by not more than \_\_\_\_\_ people. Thirty-five (35) people is the maximum occupancy permitted in the Pavilion.
  
2. The Function will be held between the hours of \_\_\_\_\_ and \_\_\_\_\_ on  
,  
20\_\_\_\_\_. All events in the Pavilion must end and be cleaned up and all guests/homeowners must be out of the pavilion by the end of the rental agreement time. I understand that continued use of the Pavilion after the rental agreement hours for which it has been reserved, or 30 minutes before closing time will constitute a breach of this Agreement and will result in forfeiture of my deposit.
  
3. I will submit payment in the amount of \$50.00 (*check/money order only, no cash*) to the Association as a rental fee for the Pavilion, which is due and payable upon submission of this Agreement.
  
4. I will make a deposit in the amount of \$250.00, (*check/money order only, no cash*) which is due and payable upon submission of this Agreement. I further understand and agree that this deposit will be used to pay for cleaning costs and any and all damages resulting to the Pavilion, or any other portion of the Association property from my actions or any actions of persons present at, attending, or in any other way related to the Function. The Amenity Manager shall inspect the premises immediately after the 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 a written explanation of the damages and a bill from the Association for such repairs. I agree that all deposits, fees, cleaning, and repair charges and any and all other expenses incurred by the Association as a result of the use of the Pavilion 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 and By-Laws.
  
5. 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 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 Pavilion and its appurtenances.
  
6. 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 function, activity, rental, or use of the Pavilion.

7. I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to the Function and agree to be personally responsible for causing all such persons to comply with the Association's Declaration, By-Laws, and Rules and Regulations. I acknowledge that violation of any provision of the Association's Declaration, By-Laws, or Rules and Regulations by any person present at, attending, or in any other way related to the Function, may, in the sole discretion of the Association's Board of Directors, result in forfeiture of my deposit.

8. I understand that I am being granted the exclusive use of the Pavilion for the time period described above, subject to the right herein reserved by the Association to enter the Pavilion 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.

9. I am a member of the Association, at least twenty-one (21) years of age, have no unpaid assessments or other charges due to the Association, and I will be in attendance at the Function at all times during the Function. I hereby agree and represent that the Pavilion will be used for lawful purposes 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 Pavilion under this Agreement shall terminate and the Association shall have the right to take possession of the Pavilion and instruct my guests to leave the Association property.

10. I hereby agree that if alcoholic beverages are served at the Function, then alcoholic beverages shall: (1) not be sold at the Function, (2) not be served or allowed to be provided to minors at the Function, (3) shall only be provided to or served to adults inside the Pavilion in a responsible manner, (4) will not serve any drinks in glass containers, and (5) only be provided in accordance with Georgia law.

11. In the event of cancellation of my reservation forty-eight (48) hours or more before the rental date, the deposit and the rental fee will be refunded in full. Cancellation after this time period will result in a charge of twenty-five (\$25.00) Dollars which will be deducted from the deposit.

12. Subject to those deductions provided for in this Agreement, the deposit will be refunded in whole or in part in person by a Board member or by mail.

13. I agree to be bound by the Amenity Area Rules ("Rules"). I further agree to clean the facilities after use as required by the Rules. I acknowledge that I have received a copy of the Rules attached hereto and incorporated herein.

14. I acknowledge and agree that the use of any other area of the Association's Common Property, other than the Pavilion, is not included in this Agreement. In particular, rental of the Pavilion does not include use of the Association Clubhouse, tennis courts, playground, basketball or volleyball courts-

15. POLICY STATEMENT: I understand and agree that the Pavilion shall NOT be used for private for-profit, fundraising, or commercial purposes.

16. CODE OF CONDUCT: All attendees must adhere to a proper code of conduct, which will not cause injury to any other persons, or to the facility and its furnishings and which conduct does not include any illegal activities, including, but not limited to, possession and/or use of illegal drugs and gambling. Additionally, loud music, profanity, and obscenities are not permitted during the Function. Any damages to the facility or its contents will be deducted from the deposit and, in the event that damages to the facility exceed the amount of the deposit, the undersigned Owner shall be personally liable for the cost of repairs. Furthermore, the Owner may be specifically assessed for such damage, which will constitute a continuing lien on the Owner's Lot.

17. Association shall not be liable for damages to guest's property of any type for any reason or cause whatsoever.

18. The Association does not provide security; if you should have an emergency, please call 911.

21. POOL. Rental of the Pavilion does not include access to the pool. All guests of Pavilion Functions, including Association members, must sign the Guest Sign in Sheet listing all guest full names, to access the pool during the Function. In addition, the Homeowner named herein a) acknowledges that they will not have exclusive use of the pool and the pool will remain open to other residents, b) all guests must abide by the posted pool rules, c) if more than twelve (12) guests of the Function will be using the pool, the Owner named herein must make arrangements directly with the Association's swimming pool contractor, United Pools at 1-(844)766-5648 for an additional lifeguard to be on duty for the duration of the Function, d) arrangements for the lifeguard and payment to the lifeguard are the sole responsibility of the Homeowner named herein and must be reserved, paid for and confirmed with the Association's Amenity Manager at least seven (7) days before the date of the Function.

Intended Pool Use (circle one)                      YES                      NO

If YES, how many guests to use the pool?                      \_\_\_\_\_

Proof of lifeguard (if required)

YES

NO

22. I understand that my reservation of the Pavilion on the aforementioned date will not be confirmed, nor will this Agreement be binding until such time as this Agreement has been executed by the Association.

23. I have carefully read and understand this Pavilion Reservation and Use Agreement and agree to be bound by its terms.

***I have read and understand the foregoing Pavilion Reservation and Use Agreement and shall comply with all terms and provisions set forth herein. I understand that should I fail to comply or breach any of the foregoing terms and provisions, I will be subject to loss of my damage deposit, fines, future reservation privileges and possible other sanctions.***

**OWNER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
(Name, Please Print)

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Country Walk Lot Address

\_\_\_\_\_  
Email

**APPROVED AND ACCEPTED BY ASSOCIATION:  
COUNTRY WALK HOMEOWNERS' ASSOCIATION, INC.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

RECEIPT OF FEES/OFFICE USE ONLY

RENTAL FEE \_\_\_\_\_

DAMAGE DEPOSIT \_\_\_\_\_

PAYMENT DATE \_\_\_\_\_