

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

Revised 12/1/2021

**Maximum 4-hour rental per contract**

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

1. I am reserving the Community Room for the purpose of \_\_\_\_\_ (the "Function") which will be attended by not more than \_\_\_\_\_ people. Forty (40) people is the maximum occupancy permitted in the Community Room.

2. The Function will be held between the hours of \_\_\_\_\_ and \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_ . All events in the Community Room must end and be cleaned up by the end of the rental agreement time. I understand that continued use of the Community Room after the hours for which it has been reserved will constitute a breach of this Agreement and will result in forfeiture of my deposit. I understand that rental of the community room does not include use of the wall mounted television or robotic vacuum. Any damage of the television or robotic vacuum will be the responsibility of the renter.

3. I will submit payment in the amount of \$100.00 (*check/money order only, no cash*) to the Association as a rental fee for the Community Room, 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 at the time the Community Room the contract is signed. I further understand and agree that this deposit will be used to pay for cleaning costs and any and all damages resulting to the Community Room, its contents, 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 Community Room Manager shall inspect the premises immediately after the event. 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 Community Room 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 Community Room 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 Community Room.

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 Community Room for the time period described above, subject to the right herein reserved by the Association to enter the Community Room 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 Community Room 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 Community Room under this Agreement shall terminate and the Association shall have the right to take possession of the Community Room 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 Community Room in a responsible manner, and (4) 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 Community Room Rules (“Rules”) and 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. Specifically, I agree to bring my own supplies for the Function, including garbage bags and paper towels, and agree to do the following before vacating the Community Room after the Function:

- a) Remove all decorations and any other items placed or brought for the Function. Association-placed decorations shall not be removed or otherwise changed.
- b) Do not place anything on the walls, nor use any type of tape on the walls, cabinets, windows or doors.
- c) Clean and remove all items from the refrigerator and freezer.
- d) Remove all trash and empty all garbage cans and place in the dumpster outside the Clubhouse.
- e) Wipe and clean off all tables and chairs.
- f) Vacuum the entire floor using the upright vacuum in the storage room.
- h) Return the thermostat to the pre-event setting.
- i) Return all furniture to its pre-event position; and
- j) Turn off all lights.
- k) Lock all doors and windows opened during the event.

14. The Association will provide a clean and orderly facility for the Function.

15. I acknowledge and agree that the use of any other area of the Association’s Common Property, other than the Community Room, is not included in this Agreement. Rental of the Community Room does not include use of the Association tennis courts, playground, basketball or volleyball courts, pool or pavilion.

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

17. 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.*

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

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

19. I understand that my reservation of the Community Room 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.

20. I have carefully read and understand this Community Room Reservation and Use Agreement and agree to be bound by its terms.

***I have read and understand the foregoing Community Room 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.***

**HOMEOWNER:**

\_\_\_\_\_  
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 \_\_\_\_\_

# COUNTRY WALK HOMEOWNERS' ASSOCIATION, INC.

## COMMUNITY ROOM RULES

Use of the Country Walk Community Room is subject to the following rules:

- (1) **Smoking** is **prohibited** in the Community Room.
- (2) **Firearms** are **prohibited** on Association Common Property, including the Community Room or any area of the Country Walk recreation facilities.
- (3) Loud music, profanity and obscenities are not permitted.
- (4) Decorations, signs, posters, or any other items cannot be attached to the walls or ceiling of the Community Room with tape, staples, glue, tacks, or nails.
- (5) **Silly string** and **glitter** are **prohibited** in the Community Room.
- (6) **Wet bathing suits** or other wet clothes or towels are **prohibited** in the Community Room.

# COUNTRY WALK

## COMMUNITY ROOM CHECKLIST

Checklist must be signed by Country Walk Homeowner prior to their function to record status of Community Room. Room will be inspected after the function by the Amenities Manager and security deposit refunded if room is in same condition as noted on checklist prior to use.

<u>Item</u> <u>function**</u>	<u>Condition Prior to function*</u>	<u>Condition After</u>
Walls & Ceiling & decorations	_____	_____
Window Treatments and curtains	_____	_____
Carpet	_____	_____
Cabinets and wall decorations	_____	_____
Table with 4 chairs	_____	_____
2 Armchairs	_____	_____
Sofa	_____	_____
Coffee table	_____	_____
End table with lamp	_____	_____
4 folding tables	_____	_____
18 metal folding chairs	_____	_____
25 plastic chairs	_____	_____
Microwave	_____	_____
Coffee maker	_____	_____
Refrigerator	_____	_____
All Vacuum cleaners	_____	_____

\*Please note any damage to room, furnishings, appliances, decorations or window treatments prior to function:

Homeowner signature \_\_\_\_\_

Date \_\_\_\_\_

\*\*Please note any damage or missing property following function:

Inspected by: \_\_\_\_\_

Date \_\_\_\_\_

Deposit was \_\_\_\_\_ returned \_\_\_\_\_ denied (\$ \_\_\_\_\_ )