



RIVERWALK

Homeowners Association

**Riverwalk Homeowners Association, Inc.
7605 Riverwalk Drive
Douglasville, GA 30135
CLUBHOUSE RESERVATION AND USE AGREEMENT**

The clubhouse is available for private social events only. Each event must be scheduled by a homeowner who is current on their dues/fees, and that homeowner must be present for the entire event. Zoning regulations prevent rental for any public event, or event where the public is invited.

The Pool is not available for rental or pool parties. Each lot is allowed to invite up to 4 guests to the pool.

Please turn in completed application to:

Judie Sherrer, riverwalkhoasecretary@gmail.com (951) 733-4653 or

Maurice Hurry, riverwalkhoapresident@gmail.com (954)612-3659

Resident Name: _____

Address: _____

Home Phone # _____ Cell # _____

In Consideration for the Riverwalk Homeowners Association, Inc. ("Association") allowing me the exclusive use of the Riverwalk Clubhouse, equipment, and furnishings therein [hereinafter "Clubhouse"] on _____, I the undersigned, am a member of the Association and agree as follows:

1. I am reserving the Clubhouse:
For the purpose of _____ (the "Function") which will be attended by not more than 49 people in Clubhouse (Fire regulations and Insurance protection requires us to abide by these numbers).
2. The Function will be held between the hours of _____ .m and _____ .m on _____, 20____, rental not to exceed 4 hours. 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.
*Note: RHOA will allow a 1hour set up and 1 hour clean-up after each event.
3. I will submit payment in the amount of:
_____ \$25.00 for the first two hours of clubhouse rental and \$25.00/hour for each hour after that, up to a max of four hours.

ALL CHECKS FOR RENTAL AND DEPOSITS MUST BE MADE FROM THE PERSONAL CHECKING ACCOUNT OF THE RIVERWALK RESIDENT RENTING THE VENUE, PAYABLE TO THE ASSOCIATION AS RENTAL FEE AND DEPOSIT. THIS AMOUNT IS DUE AND PAYABLE UPON SUBMISSION OF THIS AGREEMENT.

4. I will make a deposit in the amount of \$250.00 (Two hundred and fifty dollars), 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, any and all damages to the Clubhouse, its contents, and any other portion of the Association's property from my actions or any actions of persons present at, attending, or in any way related to the Function. A member of the Association's Board of Directors (hereinafter a "Board member") shall inspect the premises within forty-eight (48) hours after the function. I further understand that any charges made against my deposit will be explained. If the 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 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 Declarations and Bylaws.
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 all claims and all cost, 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 it's appurtenances.
6. I fully understand and agree that if the Function will involve or include minors (any person under the age of twenty-one (21) years of age), that there will be one parent (a person of over twenty-one (21) years of age) for every ten minors on the premises for the full duration of the Function.
7. 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, cost, 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 Clubhouse.
8. I assume all responsibility for the actions, language 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, and Rules and Regulations by any person present at, attending, or in any other way related to the Functions, may, in the sole discretion of the Association's Board of Directors, result in forfeiture of my deposit. Furthermore, I acknowledge that any consumption of alcoholic beverages by person(s) under the age of 21 will result in complete and total forfeiture of any and all deposits and/or rental fees.
9. 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. Riverwalk Homeowners Association, Inc. 7605 Riverwalk Drive
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10. I am a member of the Association, at least twenty-one (21) years of age, have no unpaid fees due to the association, and will be in attendance at the Function at all times during the Function. I hereby agree and

represent that the clubhouse 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 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.

11. Your fob will allow access to the Clubhouse for the period of the rental.
12. In the event of cancellation of my reservation forty-eight (48) hours or more before the rental date, the deposit and rental fee will be refunded in full. Cancellation after this time will result in a charge of fifty (\$50.00) dollars, which will be deducted, from the rental fee.
13. 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.
14. I agree to be bound by the Clubhouse 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.
15. The Association shall provide a clean and orderly facility for the function and shall ensure that there is toilet paper, hands soap, paper towels (for bathroom and kitchen) and large trash bags present in the Clubhouse.
16. I understand that my reservation of the Clubhouse of the aforementioned date will not be confirmed, nor will this Agreement be binding until such time as the Agreement has been executed by the Association.
17. I have carefully read and understand this Reservation, Use Agreement, and agree to be bound by its terms.

Resident Signature

Date

Resident Name (please print)



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CLUBHOUSE RULES

For the Clubhouse to remain an enjoyable place for Riverwalk residents to gather, please use the following checklist for your scheduled event.

NO SMOKING PERMITTED IN THE CLUBHOUSE OF DECK AREA

Pre-Event

- _____ Please **do not use** tape, thumb tacks or nails to hang your decorations.
- _____ All food and beverage items should be set-up in the kitchen.

Post-Event:

- _____ Return thermostats to _____ degrees.
- _____ Return all furniture to its pre-event position.
- _____ Do not leave any food or refrigerated items behind.
- _____ Wipe down all countertops, tables and appliances; use the appropriate cleaners under the kitchen sink.
- _____ Sweep or Dust Mop all rooms (broom and dust mop located in the kitchen).
- _____ Clean all spills on the floors – main room, kitchen, and bathrooms.
- _____ Collect and remove all the trash including the restroom and kitchen and place in the exterior trash can.
- _____ Turn off all the lights in the Clubhouse.
- _____ Be sure the Clubhouse is returned to a pleasant condition for the next event.
- _____ Please sign checklist and return it with the clubhouse key to the Association’s Board member.

Resident Signature **Date**



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FOR RIVERWALK ASSOCIATION USE ONLY:

ACCEPTED BY RIVERWALK HOMEOWNERS ASSOCIATION, INC.

Rental Fee \$ _____ Check Number _____

Paid on _____ Date Deposit \$ _____ Check Number _____

Paid on _____ Date Received By: _____

Title: _____

Date Deposit Returned: _____

Amount: \$ _____

Description of Damage/Cleaning cost deducted from deposit:

