

‘Walden Park Community Association
Amenity Facilities Reservation and Use Agreement

In consideration for the Walden Park Community Association, Inc. ("Association") allowing me to use the Walden Park Amenities / Recreational Facilities for my personal use as a homeowner or authorized tenant (please check the areas you are requesting):

In consideration for the Walden Park Community Association, Inc. ("Association") allowing me to use the Walden Park Clubhouse and / or Recreational Facilities for my personal use as a homeowner or authorized tenant (please check the areas you are requesting):

 X Clubhouse _____ Grand Lawn _____ Gazebo

The date of use is on _____. The "Function" will be held between the hours of: _____ **and** _____. The Recreational Facilities are only available for rental Friday – Sunday during the hours of 10 am to 11 pm. Rentals are not available on major holidays and selected days by the Association.

- a. Memorial Day Weekend
- b. July 4th Day
- c. Labor Day Weekend
- d. Thanksgiving Weekend
- e. Christmas Weekend
- f. New Year Eve’s Weekend

I, the undersigned (also referred to as "Renter"), acknowledge that I am a homeowner or an authorized tenant residing in the Walden Park Community and the function mentioned below in Item #1 is specifically for the: _____ Homeowner _____ Tenant of the Homeowner

And I agree to this Amenity Facilities Reservation and Use Agreement and its Addendum as follows:

1. I am reserving the above as marked for the purpose of: (describe the "Function")

I understand that to reserve the [] Grand Lawn and/or [] Gazebo it **must be rented with the clubhouse** which carries an additional charge.

- The rental of the Gazebo does not guarantee that the use of electrical outlets or electricity will be available.

_____/_____ (Initial/Date) Clubhouse Facilities Reservation & Use Agreement 2/01/23

2. I understand that continued use of the Recreational Facilities after the hours for which it has been reserved will constitute a breach of this Agreement, a trespass on Common Property and may result in forfeiture of half of the deposit, and fees will be deducted from your refundable Deposit.
3. The number of people that will attend the function is: _____, and not more than **103** people. **An additional 100 persons shall be allowed for an event which includes rental of the Grand Lawn and/or Gazebo if applicable.**
4. I agree that if the Function will have more than **50** people, I will hire an off-duty police officer (with arrest powers as a "Courtesy Officer") to be in attendance throughout the Function, at the Function thirty (30) minutes prior to the start time and thirty (30) minutes after the end time of the Function.

The name and contact information of the "Courtesy Officer" must be **received by** the Community Manager **a minimum of one (1) week** in advance of the Function. If the name is not provided within that time, the Association reserves the right to terminate this Agreement and keep the Rental Fee payment and shall have no liability to me for any damages as a result of function preparation and cancellation of the function. The Association will return the deposit within fifteen (15) business days.

I agree that if more than **50** people are found to be at the event and a courtesy officer is not on duty, the Deposit fee will be retained and the event may be shut-down.

5. I will submit a payment in the amount of: Four Hundred Dollars (\$ 400.00) to the Association as a rental fee for the use of the clubhouse per day, and an additional One Hundred Dollars (\$100.00) for each additional hour present.

Total Clubhouse Rental Fee Submitted: \$ _____

6. I will submit additional fees for the following:
 - Grand Lawn (**\$100 Dollars**) per each event
 - Gazebo (**\$100 Dollars**) per each event

Total Recreational Rental Fee Submitted: \$ _____

7. I will make a refundable deposit fee in the amount of Five Hundred Dollars (\$500.00), which must be received by the management office along with this agreement and the rental fee. I further understand and agree that this deposit will be used to pay for cleaning costs outside of normal cleaning and any damages resulting to the Recreational Facilities, its contents, or

_____/_____/_____ (Initial/Date) Clubhouse Facilities Reservation & Use Agreement 2/01/23

any other portion of the Association property from my actions or any actions of persons related to the Function to include additional charges deemed rental fees.

Total Deposit Fee Submitted \$ _____

8. **All rental and deposit fees are due and payable upon submission of this Agreement. All fees will be deposited shortly after submission of the rental agreement.** The check-in inspection of the facility can be 2 hours before my scheduled event and the check-out inspection will be at the agreed upon time before 11:00 p.m.

An authorized Association representative shall inspect the premises prior to and following the event. 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 repair. If there are no damages noted upon final inspection, as evidenced by the signed check out form and upon the approval of management, a check for the deposit amount will be sent to you through US Postal Mail.

9. I agree that all deposits, fees, cleaning, repair charges and any other expenses incurred by the Association as a result of the use of the Recreational Facilities under this Agreement shall be considered an assessment pursuant to WPCA Declaration (Article 8 and Article 10, 10.19) and constitute a lien against my property and shall be fully collectible as provided for in the Association's Declaration and By-Laws.6. 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, death, damage, and/or destruction of property arising from my use of the Recreational Facilities and its appurtenances.
10. 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 or use of the Recreational Facilities.

_____/_____/_____ (Initial/Date)

Clubhouse Facilities Reservation & Use Agreement 2/01/23

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, Rules and Regulations, and the Clubhouse Reservation and Use Agreement. I acknowledge that violation of any provision of the Association's Rules and Regulations, Declaration or Bylaws by any person present at, attending, or in any other way related to the Function, may result in forfeiture of my deposit.

I understand that I am being granted the exclusive use of the Recreational Facilities for the date and time listed on the first page, subject to the right herein reserved by the Association to enter the facilities and terminate my use should the conduct of any person using the facilities endanger the health, safety, or well-being of any person or constitute a threat to any property. **Such an action may also forfeit future use of the clubhouse.**

11. **Alcohol Liability Policy** (One-Day Event Policy - at least \$ 1,500.00 coverage).
A separate liability and usage policy is required by the Association for ALL rentals having alcohol present at the event. This policy should be obtained directly by the Renter and MUST BE provided to the Association no less than one week (7 days) prior to the scheduled rental date. Failure to comply may result in the reservation being voided, and the event date being released on the master calendar. The resident is solely responsible for the cost of securing this policy and must list the following as Certified Holder / Additional Insured: Walden Park Community Association, and any and all their respective leaders, members, partners, subsidiaries and affiliates, Community Management Associates, Inc. (CMA) as well as Agents of the Association

Will your rental include alcohol? YES or NO

I hereby agree that, if alcoholic beverages are served at the Function, then alcoholic beverages:

1. Shall not be sold at the Function
2. Shall not be served to minors or allowed to be provided around minors at the Function
3. Shall only be provided to and served to adults in a responsible manner
4. Shall not leave the confines of the Recreational Facilities

12. I agree to the following and if any is found not to be true I understand that I will forfeit my Rental Fee and Deposit Fee:

_____ I am a financially current member of the Association,

_____/_____(Initial/Date) Clubhouse Facilities Reservation & Use Agreement 2/01/23

_____ The Recreational Facilities will be used for personal use (no personal gain) and lawful purpose only

_____ This event is being held on behalf of the homeowner or an authorized tenant

_____ I or the authorized tenant who are responsible for the function is at least 21 years of age

_____ I or authorized tenant will be in attendance during the entire Function.

_____ I or authorized tenant agree to be present as agreed with the Association's representative for an inspection / check-out process; **however, this inspection is not final until management signs off on the check-out process.**

_____ If any conduct at the "Function" I am sponsoring violates federal, state or local laws or ordinances, my rights to use the Recreational Facilities under this Agreement shall terminate and the Association shall have the right to take possession of the Recreational Facilities and instruct my guests to leave the property.

_____ I understand that a key to the facility will be provided at check-in time but it needs to be turned in at check-out time. If the key is not turned in then the cost for replacement and to change the locks will be imposed to the homeowner

_____ I understand that if it is found that this function is not explicitly for the homeowner or an authorized tenant, the **entire deposit will be forfeited** and additional fees may apply if damages are incurred.

_____ Walden Park Community is a non-smoking facility and community: Smoking is not permitted in or around community amenities.

13. The Association shall provide a clean and orderly facility for the Function and shall ensure that there is an **initial supply of** toilet paper, hand soap, paper towels (for bathroom and kitchen) and large trash bags present in the Clubhouse & Recreational Facilities. The Clubhouse rental includes the use of the microwave, kitchen counter space, small refrigerator (the refrigerator should be left empty), **[7]** - 60" round tables, **[5]** - 6 ft. tables and **[50]** - gray padded folding chairs.

14. **COVID-19 Waiver of Liability and Hold Harmless Agreement.**

In consideration for receiving permission from Walden Park Community Association, Inc. (the "Association") to enter upon, use and enjoy the Association's facilities (hereinafter, the "Activities"), I, on behalf of myself, my family and guests who participate in the event, hereby acknowledge and agree to the following:

_____/_____ (Initial/Date)

Clubhouse Facilities Reservation & Use Agreement 2/01/23

- I understand the hazards of the disease known as COVID-19, caused by the novel coronavirus SARS-CoV-2 (“COVID-19”), and am familiar with the current Centers for Disease Control and Prevention (“CDC”) and Georgia Department of Public Health (“DPH”) guidelines regarding COVID-19. I acknowledge and understand that the CDC and DPH guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself, and to the best of my ability, complying with the most recent updates
- I certify that I have reviewed and hereby agree to fully comply with all rules and regulations and safety guidelines adopted by the Association and understand that my use privileges may be revoked if I, or my minor child(ren), fail to comply with the same. I acknowledge that the Association is taking all reasonable and appropriate measures to provide safe and sanitary conditions but understand that the nature of novel viruses such as COVID-19 are such that the Association cannot possibly know or foresee all appropriate measures necessary to guarantee my family and guests’ safety. I acknowledge that I am solely responsible for myself, my family and guests, to take all measures to prevent infection and/or transmission of COVID-19 while participating in the event. Notwithstanding the risks associated with participating in the event, including, without limitation, contracting COVID-19, which I readily acknowledge, I, my family and guests who attend the event, willingly choose to participate and engage in the Activities.
- I acknowledge and fully assume the risk of injury, illness or death related to COVID-19 arising from my participation in the Activities. On behalf of myself, any family members, and guest who participate in this event, I hereby waive, release, and forever discharge the Association, as well as its members, officers, directors, managers, agents and employees and their respective heirs, successors and assigns (hereinafter, collectively, the “Released Parties”) from and against any and all claims, actions, causes of action, costs and expenses, including, without limitation, reasonable attorney’s fees, which arise out of or as a result of my family and guest who participate in the event, including, without limitation, any injuries related to COVID-19 (the “Released Claims”). I and my guest covenant not to sue the Released Parties for or in connection with any of the Released Claims. I further agree to defend, indemnify, and hold harmless the Released Parties from and against all Released Claims.

15. Cancellation Fees

- 25% of the rental fee paid is not returned when cancelled 21 days before the proposed rental date.

_____/_____(Initial/Date)

Clubhouse Facilities Reservation & Use Agreement 2/01/23

- 50% of rental fee paid is not returned when cancelled 14 days prior to the proposed rental date.
- 75% of my rental fee will be kept if I cancelled 13 days or less before the event.
 - Subject to the above cancellation fee conditions, the deposit will be refunded in whole or in part by regular USPS mail.

16. I agree to be bound by the Amenity Facilities Process, Policy & Procedure included in (Addendum “A”) and to clean the facilities after use required by the Policy and Agreement.
17. I acknowledge that I have received a copy of the Process, Policy & Procedures attached (Addendum “A”). Specifically, I agree to do the following before vacating the “Recreational Facilities” after the Function:
- a. Remove all trash from the facilities placing it in the outside dumpster located adjacent to the clubhouse near the basketball court.
 - b. Do not tamper with the thermostat as the temperature has been pre-set.
 - c. Turn off all lights.
 - d. Return all furniture to its pre-event position.
 - e. Lock all doors and windows opened during the event.
 - f. Remove all equipment, party supplies, and decoration used during the event.
 - g. Remove all items within the community used as direction-finders immediately following the event, i.e., inclusive of but not limited to, decorations, balloons and strings, and signs.
18. Acceptance of the Clubhouse / Recreational Facilities will be evidenced by the signing of the Clubhouse Rental Use Agreement. The renter acknowledges acceptance of any deficiencies of the foregoing.

Please make sure the tables and chairs used are returned to their proper areas, return all furniture to its pre-event position including any chairs or tables that were in the area before the event.

- a. Any additional furniture brought in for the use of the event or decorations used must be removed from the clubhouse at the end of the event or unless a pre-arranged agreement is obtained from the community manager.
 - b. Any expenses to remove left over decorations or balloons will be expensed against the renter’s deposit.
19. The amenity areas (i.e., basketball & tennis courts, pool, rear large green space circle, etc.) are open to all homeowners at all times and cannot be reserved. Normal specified

_____/_____/_____ (Initial/Date) Clubhouse Facilities Reservation & Use Agreement 2/01/23

procedures must be followed to enter the pool. No special accommodation will be made for the event in reference to the pool.

- 20. The Association is not a provider of security and shall not have a duty to provide the same. The Clubhouse gates are not considered a part of this agreement. The use of the clubhouse, recreational facilities and the parking area is to be used at the risks of you and your invited guests.
- 21. I understand that my reservation of the clubhouse / recreational facilities on the aforementioned date will not be confirmed nor will this Agreement be binding **until** management has:
 - a. Received all signed and initialed agreement forms associated with the rental of the facilities
 - b. Received the deposit fee and the rental fee(s)
 - c. Reviewed and approved this agreement as a Walden Park Community Association Representative ensuring that all proper requirements have been settled per this agreement.
- 22. Addendums to this agreement:
 - 1. Walden Park Clubhouse Reservation Process, Policy & Procedures
 - 2. Clubhouse Rental Use Checklist
 - 3. _____

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

WALDEN PARK HOMEOWNER:

(Homeowner's Signature) (Date)

(Print Homeowner's Name) (Address)

(Phone Numbers & Email Address)

ASSOCIATION: WALDEN PARK COMMUNITY ASSOCIATION, INC.

Agreement Accepted By: _____

Date: _____

Date Sent to designated person to perform the check in process: _____

_____/____ (Initial/Date) Clubhouse Facilities Reservation & Use Agreement 2/01/23