

REQUEST TO RENT AUSTIN LAKE CLUBHOUSE

The Austin Lake Clubhouse is available for rent to Austin Lake homeowners in good standing and their tenants. The Clubhouse rental fee is **\$75.00**. A **\$100.00** refundable security deposit is also required and will be refunded if you have cleaned the Clubhouse as set forth in the Clubhouse Rental Checklist.

Name of Responsible Homeowner : _____

Address: _____

Phone (Home): _____ E-Mail: _____

Type of Event _____

Number of Guests: (Not to Exceed 50) _____

Will you be using the pool? _____

If yes, approximately how many guests will be using the pool? _____

RENTAL DATE	STARTING TIME OF EVENT	ENDING TIME OF EVENT

In addition to this Request to Rent Austin Lake Clubhouse form, renters are required to read, review and sign the Clubhouse Rental Agreement, Clubhouse Rental Rules, Austin Lake Clubhouse Rental Checklist, and if pool is used, the Austin Lake Homeowners Pool Rules. Complete the information requested on all forms and sign where indicated. Place the completed forms and **two checks for your rental fee and security deposit made payable to Austin Lake Homeowners Association, Inc.**, in an envelope marked **Club House Rental**. Leave the envelope inside the Clubhouse mailbox.

Security Deposit: Your security deposit will be refunded in full provided the facilities are left clean and undamaged in accordance with the Clubhouse Rental Clean-Up Checklist. Otherwise, cleaning fees and damage costs will be deducted from your deposit. If damages exceed \$100, you will be billed for the excess amount. **Nails, screws, tacks, staples, confetti, sequins or glitter are not permitted. Do not put tape on painted walls, countertops, furnishings, or floor.**

BELOW INFORMATION IS FOR BOARD USE ONLY

Date Rental Fee Received: _____ Check #: _____

Date Security Deposit Received: _____ Check #: _____

Amount Security Deposit Returned: _____ Date Returned: _____

AUSTIN LAKE CLUBHOUSE RENTAL AGREEMENT

This Clubhouse Rental Agreement (“**Agreement**”) between Austin Lake Homeowners Association, Inc. (“**Lessor**”) and the below named Member of the Austin Lake Homeowners Association, Inc. (“**Lessee**”)

Lessee (Clubhouse Renter Name): _____

Address: _____

Phone (Home): _____ E-Mail: _____

is effective as of the last date signed by either Lessor or Lessee who agrees as follows:

1. Lessor is the owner of the premises commonly known as the Austin Lake Clubhouse.
2. Lessee wishes to rent the Clubhouse during the term identified below and agrees to abide by all of the “**Austin Lake Clubhouse Rules**,” and if using the pool, the “**Austin Lake Homeowners Pool Rules**” copies of which are attached and made a part of this Agreement.
3. Lessee has examined the premises and is fully aware of the condition.

4. **TERM:**

The rental term shall commence on _____ at _____:_____ and shall expire on _____ at ____:_____.

5. **RENT & SECURITY DEPOSIT:**

The rental fee and security deposit paid by Lessee to Lessor shall be set forth in the “**Request to Rent Austin Lake Clubhouse Form**” which is attached hereto and made a part of this Agreement.

6. **USE OF PREMISES:**

Lessee acknowledges that rental of the Clubhouse DOES NOT include exclusive use of the pool area or exclusive use of the bathrooms.

7. **CLEAN-UP:**

The premises and grounds must be restored to a clean and sanitary condition as specified on the “**Austin Lake Clubhouse Rental Checklist**” which is attached hereto and made a part of this Agreement.

8. **INSURANCE:**

Lessor's liability insurance provides coverage for Lessor and the Clubhouse structure only. It DOES NOT provide coverage for any loss suffered by Lessee or guests of Lessee. You may wish to contact your insurance agent for coverage of your use of the premises.

9. **INDEMNITY AND WAIVER OF LIABILITY AND HOLD HARMLESS:**

- A. In consideration for participating in Austin Lake Clubhouse and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Austin Lake Homeowners Association, Inc., its officers, directors or agents (hereinafter referred to as “RELEASEES”) from any and all liability, claims, demands, actions and causes of action

whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any of my guests, family members, or agents, or to any property belonging to me or my guests, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in any activity within the Clubhouse or Pool area, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.

- B. To the best of my knowledge, I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, my family members, or my guests, or any loss or damage to property owned by me, my family members, or my guests, as a result of being engaged in such an activity WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.
- C. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorneys' fees, that may incur due to my participation in said activity WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
- D. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, my guests, agents, and family members, and my heirs,, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Georgia.
- E. I UNDERSTAND THAT THE RELEASEES WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY I MAY SUSTAIN.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read and understand the foregoing as well as the Request to Rent Austin Lake Clubhouse, Austin Lake Clubhouse Rental Rules and Austin Lake Clubhouse Rental Checklist and the Pool Rules, if pool will be used, and sign this Agreement voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; and I am at least eighteen (18) years age and fully competent to legally enter into this Agreement; and I execute this Release for full, adequate and complete consideration fully intending to be bound by the same.

In WITNESS WHEREOF, I have hereunto set my hand on this _____ day of _____, 20__.

Participant (Signature): _____ Printed name _____

Rental Date: _____

Address: _____

AUSTIN LAKE CLUBHOUSE RENTAL RULES

The Austin Lake Clubhouse is available for rent to Austin Lake homeowners and their tenants.

Facilities & Equipment: The clubhouse, kitchen, bathrooms and adjoining lawn areas are available for your use. This does not include exclusive use of the tennis courts or swimming pool. They are to be available for Austin Lake residents at all times. The clubhouse contains a sink, small refrigerator, microwave, counters, tables and chairs. You are responsible for providing everything else you need, such as coffee pot, silverware, dishes, pans, bottle opener, garbage bags, paper towel, hand soap, cleaning agents..

Responsible Person: You, as the clubhouse renter, are responsible for your conduct and the conduct of your guests as well as any damage to the facilities and equipment caused by you or your guests during your rental time.

Occupancy: Fire laws mandate that the clubhouse occupancy not exceed **50** persons.

Hours of Use: The clubhouse must be vacated by **11:00 p.m.**

Decorating: Some types of decorations are allowed, but all items used to hang them, such as tape or strings, must be removed prior to your leaving the premises. Nails, screws, tacks, staples, confetti, sequins or glitter are not permitted. Do not put tape on painted walls, counter tops, furnishings, or floor.

Alcoholic Beverages: You must comply with all laws regarding dispensing of alcoholic beverages. Alcohol may not be given to minors or intoxicated persons. No sale of alcoholic beverages is allowed.

Grills: If you choose to bring a grill, it must be kept outside and away from the clubhouse structure. **After usage, all hot briquettes must be extinguished with water, placed in a fireproof container and removed from the premises.**

Parking: Inform your guests that parking at the clubhouse is limited. Make arrangements if necessary for alternate parking so that residents are not excluded from use of the parking lot. Guests may park at your home, along the street outside of the clubhouse parking lot, making sure not to block the roadway or residents' driveways.

Not Allowed:

- Dogs are not allowed inside the clubhouse or pool area.
- Excessive noise or loud music is not permitted.
- Amplified music must be stopped by 11:00 p.m.per Smyrna Noise Ordinance.
- Breakable items, including glass of any kind, are not allowed in the pool area.
- Bicycles, scooters and skateboards must remain outside of the pool gate.
- Wet bathing suits are not permitted inside the clubhouse.
- Play equipment or structures are not allowed to be placed on the tennis courts.

Failure to comply with the provisions of this document may result in forfeiture of your security deposit or possible court action if damages exceed the amount of security deposit.

Austin Lake Clubhouse Rental Checklist

Fees:

- There is a rental fee of \$75 per event rental, which is nonrefundable
- There is a cleaning deposit of \$100, which is refundable if you have cleaned the clubhouse according to the below guidelines.
- Payments should be made by check to ALHOA.

Paperwork:

1. Please complete the **Request to Rent the Austin Lake Clubhouse** and the **Austin Lake Clubhouse Rental Agreement** (pages 1-3) of this package. Drop these forms and your 2 checks at the Clubhouse mailbox prior to your rental.
2. Before your rental, the clubhouse coordinator will give the access code to the front door. In order to receive your cleaning deposit back, the below clean-up checklist needs to be completed.
3. If using the pool or pool area, read the attached **Austin Lake Homeowners Pool Rules**.

Clean-up checklist:

- Vacuum the floors to remove crumbs or other debris. Vacuum is located in closet behind the bar.
- Wipe counters, sink, and refrigerator clean.
- Remove all supplies/decorations, food or anything else you brought with you.
- Ensure that ALL the doors are locked (especially the door at the bottom of stairs leading to the bathrooms—it MUST be locked).
- Take all the trash, including the bathroom trash, to the green outdoor trash can. New trash bags are under the sink. Put new one in the trash cans upstairs and in bathrooms, if needed.
- Turn off all lights and ceiling fans.
- Set the thermostat to 78 in the summer and 62 in the winter.
- Stack the white chairs along the wall.
- Place folding tables, if used, back in the women's restroom closet.
- Lock the front door with code. Press Schlage button.

Disclaimer: Please be advised that renting the Austin Lake Clubhouse does not give the renter exclusive access to the Austin Lake Pool or Tennis Courts. Please be courteous to other Austin Lake residents to allow them access to these other amenities if they use them during your rental period.

AUSTIN LAKE HOMEOWNERS POOL RULES

1. Use of the Austin Lake swimming pool is limited to homeowners in good standing (having paid all annual and special assessments and any late fees that have accrued) and their guests.
2. All people who enter the pool area do so at their own risk. **No lifeguard is on duty.**
3. Per Smyrna Regulations, the bathing capacity of the pool is limited to 20 people in the water at one time.
4. Security cameras are located on premises, including the parking lot, for the safety of homeowners and their guests.
5. Each household in good standing may invite up to ten (10) guests provided at least one member of an Austin Lake household accompanies such guests and stays with them at all times. Any resident seeking to invite more than 10 guests must obtain prior authorization from the Austin Lake HOA board.
6. **Event use of the pool:** Rental of the Austin Lake Club House does not include exclusive use of the pool area or permit use by guests in excess of the number provided in these Rules (**See Rule 3**). If a resident wants to use the pool as part of an event, he or she must complete the Austin Lake Clubhouse Rental Agreement. Events using the pool with more than 10 guests must obtain HOA board authorization. A lifeguard is required for events in which there are more than 10 guests who are under age 12.
7. Guests are required to follow all rules and regulations. Homeowners are responsible for their children and their guests and shall be liable for any damage either may cause. Any ALHOA resident who hosts a party where multiple complaints have been filed due to excessive noise, rough play, or guest misbehavior will have their pool event canceled and loss of pool event privileges until the next season.
8. Children 12 years and under must be accompanied by a parent or other responsible adult.
9. The Austin Lake Board of Directors will announce the opening and closing date of the pool season. Pool hours are 8:00 AM to 10:00 PM during this season. Use of the pool area when it is closed is considered trespassing and is against the law.
10. Entrance to the pool is through the gate **ONLY**. Climbing the fence is prohibited. Gated entrances shall remain locked at all times, and gates should not be propped open.
11. Small floats, inner tubes, and swimming aides are allowed only when they do not interfere with other swimmers' enjoyment of the pool.
12. The Austin Lake pool and surrounding common area are family-friendly amenities, and all residents and guests should behave accordingly. Boisterous or reasonably improper or offensive behavior which could jeopardize the safety or enjoyment of other users is strictly prohibited. This includes, but is not limited to, throwing people in the pool, holding people under water, scuffling, spitting or spouting of water, running around the pool deck, as well as lewd or profane actions or language or music.

13. No diving is allowed.
14. Music shall not be played at a volume which would disturb others or at hours in violation of the City of Smyrna noise ordinance.
15. Proper attire is required for all swimmers:
 - No cut-offs with loose threads, etc. which may damage pool equipment; and
 - Children who are not FULLY toilet trained must wear both swimming diapers AND reusable/plastic swim pants.
16. Glass bottles and containers are prohibited inside the fenced area.
17. Smoking is prohibited inside the fenced area.
18. No food, drink, or chewing gum is allowed within five (5) feet of the pool. Trash should be placed in the trash cans provided. Homeowners are expected to clean up after themselves, their children and their guests, including rinsing off the concrete areas and wiping down table tops after use, particularly if food is served.
19. Relocated furniture should be returned to its proper place after use.
20. Table umbrellas should ALWAYS be lowered after each use. Each homeowner is encouraged to lower unattended umbrellas upon leaving the pool area to prevent damage caused by wind or rain.
21. Pets are not allowed inside the fenced area or tethered on pool grounds.
22. No bikes, skates, rollerblades or scooters are permitted inside the pool area.
23. During an electrical storm, no one should be in or near the pool. All people in the pool area are expected to be alert to changing weather conditions and to use sound judgment in assessing the risk of pool use.
24. Any person with considerable exposed sub-epidermal tissue, open blisters or cuts, infectious or communicable diseases shall not use the pool.
25. Any member of the Austin Lake Homeowners Association Board of Directors has the full authority to eject any person from the pool area for rule violation. Any homeowner who witnesses rule violations should remind the person in violation of the policy. If the violator does not comply, the incident should be reported to a Board member as soon as possible, or in the case of illegal activity, to the Smyrna Police Department. Repeat violations may result in the loss of that person's pool privilege