

**RIVER'S EDGE PLANTATION
COMMUNITY ASSOCIATION, INC.**

*Clubhouse Rental Agreement, Release, Covenant Not to Sue,
and Indemnification Agreement*

This Contract and Rental Agreement, by and between the River's Edge Plantation Community Association, Inc. ("REPCA and/or the Association") and the undersigned Renter is entered into on the day and year written below and states the terms and conditions pursuant to which the undersigned Renter is granted the authority and license to use the REPCA Clubhouse for a function generally described as _____ on the _____ day of _____, 20__ between the hours of ____ a.m./p.m. and _____ a.m./p.m. (hereinafter sometimes referred to as "Rental Function" and "Rental Period" respectively herein).

In consideration of the mutual undertakings and promises, the receipt and sufficiency of which are recognized by each and both of the parties as good, adequate, and binding legal consideration for this instrument, it is AGREED as follows:

1. The undersigned represents, warrants, and promises that he or she has apparent, valid and authorized authority to enter into this Agreement for and on behalf of the Renter and any other organization, corporation, group, club or entity so identified herein.
2. The undersigned, both personally and on behalf of any organization, corporation, group, club or entity named herein guarantees and promises to be responsible for all injury, loss or damages proximately resulting from the rental or use of the REPCA Clubhouse during the dates and times set forth hereinabove. The undersigned further shall indemnify and hold harmless the Association and all of the directors, officers, members, and residents and occupants of the REPCA Community from any claims, suits, or demands with respect to any personal injuries or damage to property hereafter alleged to be caused, for any reason whatsoever, during any activity or conduct whatsoever during the period of the use of the clubhouse, even if the injury, damage, or defect becomes apparent or known after the time period for use of the clubhouse as set forth herein.
3. The undersigned Renter hereby deposits with REPCA the sum of **\$200.00** as a deposit to ensure performance by the Renter of all agreements, representations, and warranties contained herein. Only if each and every one of the agreements and conditions contained herein is performed timely and in a satisfactorily manner by the Renter will the deposit be returned to the Renter on the 1st or 16th of the respective month, depending on which date is the closest. However, if the Renter fails or refuses to comply with any covenant, condition, representation, or warranty as described herein, then the deposit shall and will be forfeited, waived, and surrendered to REPCA to be applied toward the costs of repair of property or treatment for injury proximately resulting from conduct or activity during the rental period.
4. Loss or damages to property or injury to person resulting from any activity during the rental period set forth herein which exceeds the amount of such deposit shall be paid on time, in full, and in the entirety no later than ten (10) days after written demand is dispatched by REPCA to the Renter.
5. By signing this Agreement, the Renter warrants, promises, and represents that the Renter has read and familiarized himself/herself with the following rental guidelines and rules:

- a. Upon completion of clubhouse use, the clubhouse will be vacuumed, sanitized and cleaned, to include all common areas, restrooms and kitchens.
- b. Chairs and tables must be placed back in proper order (\$25.00 fine or more for not doing so).
- c. All activities are to be confined to the clubhouse in such a manner as not to disturb the residents. In particular, loud music, voices, or other sounds which could disturb nearby residents are not permitted. The Renter hereby assumes complete and total responsibility to ensure that any such sounds do not occur. Renter understands that breach of this provision shall be good and sufficient cause and justification for termination of the rental function and the Renter and Renter's guests shall immediately, upon such request, leave the clubhouse with no argument, resistance, or protests.
- d. The occupancy level for the clubhouse is fifty (50) people. Citations issued by the Police or the Fire Marshal are the sole responsibility of the Renter and will be subject to forfeiting the security deposit and/or fined by REPCA.
- e. Renters are required to secure all windows and doors, turn off all lights and the air conditioning/heating units, and close all blinds upon the conclusion of the Rental Function.
- f. All items must be removed from the refrigerator and freezer upon conclusion of the Rental Function.
- g. All trash bags are to be deposited in the outside trash containers.
- h. Renters renting the clubhouse do not have access to the pool and will be penalized with the loss of all amenity privileges if caught using the pool
- i. Renter shall be responsible for bringing their own cleaning supplies.
- j. No smoking is allowed inside the clubhouse at any time. There will be an automatic \$150.00 fine assessed for doing so.
- k. No use of grills, smokers, or other similar devices are permitted around any area of the clubhouse, pool, or playground isr the \$200.00 security deposit will be automatically forfeited.
- l. If law enforcement is called, it shall be the Renter's responsibility to have the issue corrected in a timely manner. Any failure to do so will cause the function to be terminated immediately at the discretion of REPCA.
- m. Parking is limited to the parking lot at the designated area by the clubhouse. Renter and Renter's guests shall not block streets, driveways, or park in yards.
- n. Any decorations placed in the clubhouse by REPCA shall not be removed for any reason by Renter.
- o. Renter shall remove all personal property from the clubhouse once the Rental Function has concluded. All personal property left in the clubhouse after the event will be discarded.
- p. **Any event hosted by the Renter for individuals between the ages of 13–21 requires the supervision of a police officer. The Renter is responsible for securing and paying for the police officer through the REPCA office at least two (2) weeks prior to the scheduled event date. The required fee is \$50.00 per hour, with a minimum of four (4) hours, and must be paid in cash at the time of booking. All payments made for police officer services are non-refundable, regardless of event cancellation. If a police officer cannot be secured for the Renter's stated event date and time, the clubhouse may not be used for the event.**
- q. Alcoholic beverages are to be used in moderation and, under no circumstances whatsoever, served to minors. The Renter shall require that all persons wishing to be served alcohol produce proper identification as proof that he or she, is at least 21 years of age. The Renter agrees that alcohol shall not be served to anyone whom the Renter knows or should know from his or her physical and/or mental facilities or ability may be impaired by alcohol or other impairing substances to the extent that such individual or individuals will be a less safe driver or will represent a danger to himself or other persons or property.
- r. No event shall continue past 12:00 a.m.

6. The Renter hereby voluntarily releases, discharges, waives, relinquishes and covenants not to sue REPCA, its directors, officers and members with respect to any and all actions or causes of action for bodily injury, property damage or death occurring to Renter or any of its members or guests, or invitees or any real or personal property owned, possessed, or controlled by the Renter or any of its members, guests, or invitees, arising either directly or indirectly out of utilizing or benefiting from use of the REPCA Clubhouse for the function described herein, wherever or however the same may occur and for whatever period said use shall continue. Renter hereby releases, waives, discharges, relinquishes and covenants not to sue REPCA, its directors, officers and members with respect to any of the aforesaid actions or causes of action which may arise for the benefit, directly or indirectly, of the Renter or any of its members, guests, or invitees and Renter agrees that under no circumstances will the Renter prosecute or present any claim for bodily injury, property damage or death against the association arising from any claim of any kind or nature in connection with the Renter's use of the REPCA Clubhouse for the function described herein, even if the same shall arise in whole or in part from the negligence of the Association whether such negligence of the Association or any third party is the sole or concurring cause of the bodily injury, property damage, or death.

7. Renter shall further indemnify and hold the Association, its directors, officers and members harmless from any and all claims, actions, demands, costs, liabilities, expenses or judgments whatsoever, including, in addition thereto, but not limited to attorney's fees, court costs, costs of investigation and costs of defense which may arise by whomever, by, through, or under the Renter, whenever made or presented, for any loss, damage, or death occurring directly or indirectly to person or property, related to Renter's use of any the facilities of the REPCA for the function described herein. It is the intention of the parties hereto that the Renter will indemnify and hold REPCA its directors, officers and members and all of its residents, occupants, and members harmless from the consequences of the Association's or any other party's negligence (including others who may be present at the function) which may give rise to a claim or cause of action against the Association that arose by, through, or under the Renter, related to Renter's use of any of the REPCA facilities for the function, even if the same arises, in whole or in part, from the negligence of REPCA or any other party and whether such negligence is the sole or concurring cause of the lost, damage, or death to person or property.

8. The Renter agrees to indemnify and defend REPCA, its directors, officers and members against any claims brought or actions filed against REPCA with respect to the subject of the indemnification contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In the event that such a claim or suit is brought or filed with respect to the subject of the function described herein, the Renter agrees that REPCA may employ its own attorneys of its own selection to appear and defend a claim or cause of action on behalf of the Association and at the expense of the Renter. The Association, at its option, shall have the sole authority for the direction of the defense, the Association shall be the sole judge of the acceptability of any compromise or any settlement of any claims or actions against the Association. The Renter shall, upon demand, pay to the Association, all sums due to any parties by the Association as a result of any indemnified claim and all sums due to counsel so selected whether for invoices or services or expenses due or for retainer sums requested by such legal counsel in advance of services.

9. Renter understands that all equipment, clothes, personal effects, jewelry, supplies, vehicles and other personal property owned, controlled, or used by Renter or any other person attending or assisting in the holding of the function (hereinafter sometimes referred to as the "Personal Property") and brought to the Association clubhouse and used, stored, or otherwise located in or around the clubhouse facility shall remain the sole responsibility of the Renter to properly secure from theft, damage, or injury to any other person. All personal property shall be insured by the Renter, as the Association has no responsibility or obligation of any kind or nature to insure the safety or warrant or protect against injury to any other person. ALL PERSONAL PROPERTY LEFT AT THE SOLE RISK OF THE RENTER AS TO ITS THEFT, DAMAGE OR INJURY TO ANY OTHER THIRD PARTY AND ALL LOSS, DAMAGE, OR INJURY RESULTING FROM THE PERSONAL PROPERTY SHALL BE AT THE SOLE EXPENSE OF THE RENTER. Renter further understands that the releases and indemnity provisions of this Agreement include and relate to any and all damages, claims, causes of action, expenses or the lack arising from the theft, damages or injury caused by or occurring to the personal property and hereby understands that the foregoing provisions of this Agreement apply equally to the personal property.

10. This Agreement contains the entire understanding between the parties hereto concerning the subject matter contained herein. There are no other representations, agreements, arrangements or understandings oral or written, between or among the parties hereto related to the subject matter of this Agreement which are not fully expressed herein.

11. This Agreement shall be governed by and construed under the laws of the State of Georgia. Any reference to gender, singular or plural shall be interpreted to be the same. All provisions of this Agreement shall survive the execution and delivery of this Agreement and shall continue in full force and effect until terminated in writing by a written notice delivered by the Renter to the Association.

12. The undersigned has read and voluntarily signs this contract, rental agreement, release, indemnification, wavier and covenant not to sue and further agrees that no oral representations, statements, or warranties apart from the foregoing written agreement have been made. The undersigned understands that this is a release of all Renter's claims and all claims that may be raised by, through or under the Renter by others.

Renters must be present at the clubhouse for the entire duration of their event, including setup, the event itself, and cleanup. At no time may the renter leave the premises while others are present or transfer the clubhouse key to another individual.

SIGNATURES ON NEXT PAGE

This _____ day of _____, 20____.

Renter's
Signature: _____

(If Applicable) For and on behalf of _____ (Name of Organization).

Street Address: _____

City/State/Zip: _____

Telephone: _____

Accepted on behalf of the River's
Edge Plantation Community Association, Inc.

OFFICER, RIVER'S EDGE PLANTATION COMMUNITY ASSOCIATION, INC.

River's Edge Plantation Clubhouse Rental Checklist

Renter Instructions:

Please **initial next to each item below** to confirm that all cleaning and closing responsibilities have been completed.

This completed checklist must be returned with the clubhouse key in the **GREEN DROP BOX located at 300 North Bridge Road, Fayetteville, GA 30215** immediately following your event.

MAIN ROOM

- 1 Initials: Lights turned off
- 2 Initials: Air conditioning/heat turned off
- 3 Initials: All trash emptied
- 4 Initials: No tape on walls, windows, ceiling or floors
- 5 Initials: No push pins or thumbtacks on walls or ceiling
- 6 Initials: Floors are swept and mopped
- 7 Initials: Doors cleaned of fingerprints and dirt
- 8 Initials: Clubhouse exit cleaned (deck)
- 9 Initials: Windows cleaned of fingerprints/Blinds closed
- 10 Initials: No visible damage to clubhouse or furniture
- 11 Initials: All furniture returned to original location
- 12 Initials: All doors locked
- 13 Initials: All glass coffee tables cleaned of fingerprints
- 14 Initials: All furniture, chairs, and tables returned (see photos in coat room)

KITCHEN

- 1 Initials: Countertops, stove, and oven wiped clean of all spills*
- 2 Initials: All utensils cleaned
- 3 Initials: Floor swept and mopped*
- 4 Initials: Sink cleaned and food removed
- 5 Initials: All food removed
- 6 Initials: Refrigerator emptied of food and ice, and wiped clean of all spills*
- 7 Initials: Trash cans emptied and new liners applied*
- 8 Initials: Do not adjust refrigerator settings
- 9 Initials: All lights turned off

* Trash liners are not supplied by the office

* Cleaning supplies are not supplied by the office

FOYER AND MAIN HALL

- 1 Initials: All chairs stacked upright and neatly in the coat room
- 2 Initials: Bridge tables folded and stacked in the coat room
- 3 Initials: Large tables folded and placed neatly in the coat room
- 4 Initials: Floors swept; all debris and spills cleaned
- 5 Initials: All decorations (including balloons) removed
- 6 Initials: Trash emptied into outside bins; new liners applied

- 7 _____ Initials: Back door and all windows locked
- 8 _____ Initials: Thermostat turned off
- 9 _____ Initials: All lights turned off
- 10 _____ Initials: Fireplace turned off

RESTROOMS

- 1 _____ Initials: Trash disposed of in appropriate outdoor receptacles; new liners applied
- 2 _____ Initials: Floors swept of all debris
- 3 _____ Initials: Floors mopped
- 4 _____ Initials: All decorations removed
- 5 _____ Initials: All toilets cleaned and sanitized and left in the upright position.

TRASH / GROUNDS

If trash does not fit in the designated bins, the renter is responsible for removing excess trash from the clubhouse property and surrounding grounds. Do not leave trash bags beside the trash containers.

IMPORTANT NOTES

- If the key is not returned after the event, a \$250 fee will be charged (non-negotiable).

Thank you in advance,
REPCA

Waiver

If a homeowner is found to have intentionally or unintentionally misinformed the REPCA Management Office regarding event participant ages or the type of event, the homeowner agrees to immediately forfeit all amenity privileges for 2 years following the infraction.

*** A \$50 cancellation fee applies.**

Date: _____

Homeowner: _____

Address: _____

Homeowner Signature: _____

Management Staff: _____