

# **WREN'S CROSS OF ATLANTA CONDOMINIUM ASSOCIATION, INC.**

## **CLUBHOUSE RESERVATION AGREEMENT**

**Scheduling of the Clubhouse will be managed by CMA.** The guidelines are as follows:

- Email our Property Manager, **Matt Lazar**, at [mlazar@cmacommunities.com](mailto:mlazar@cmacommunities.com)
  - To save time and to receive the necessary forms you need, please e-mail your rental request to Matt with your Name, Address, and Proposed Date.
- You will need to reserve the Clubhouse a minimum of two (2) weeks prior to the date of your event; this will allow time to receive your signed agreement and payment.

**In order to secure a reservation, you must do the following:**

1. Fill out this reservation agreement – on page 4 check box for Option 1 or 2, and sign.
2. Scan and E-mail the page 4 to our Property Manager, **Matt Lazar**, at [mlazar@cmacommunities.com](mailto:mlazar@cmacommunities.com)
3. Payment (payment must be received by CMA before reservation is confirmed).
  - a. Write a check (no cash or credit cards accepted) for amount (\$130 or hourly total). Checks should be made payable to:

**Wrens Cross of Atlanta Condominium, c/o CMA**

In the "memo" portion of your check please make sure to indicate "**Clubhouse Reservation**" and your **Unit #** and **Street Name**.

- b. Mail check to:

**Wrens Cross of Atlanta Condominium  
c/o Community Management Association  
1465 Northside Dr., Suite 128  
Atlanta, GA 30318**

Your date will be held for one (1) week to allow time to receive your agreement and payment. If payment has not been received within one week of your call, the date will be released so that another member can reserve the date. **YOUR DATE IS NOT FORMALLY RESERVED UNTIL PAYMENT HAS BEEN RECEIVED AND YOUR HOMEOWNER ACCOUNT LEDGER IS CURRENT.**

Rental Fee Option 1 - \$130.00. This includes a \$30 clean up fee (removal of trash, cleaning of restroom, etc). This fee is TO BE PAID BY CHECK ONLY. Please make the check payable to **Wrens Cross of Atlanta Condos** and include in the memo section of the check- **fee for clubhouse reservation**. A Board member will inspect the clubhouse before and after an event. This option will generally be used for larger parties (more than 10 people) that will last several hours.

Rental Fee Option 2 – \$25.00 per hour. Excluding the cost, everything mentioned in Option 1 will apply. However, the renter will remove and discard any trash from use of the clubhouse. This option is reserved for groups of 10 or less people.

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THE CONDITIONS SET FORTH IN THE AGREEMENT WILL BE ENFORCED

In consideration for Wrens Cross of Atlanta Condominium Association, Inc., (the "Association") allowing me the exclusive use of the Wrens Cross Clubhouse, equipment and furnishings therein (the "Clubhouse"), I, the undersigned member of the Association agree as follows:

1. Reservations are necessary to use the clubhouse. Please contact Matt Lazar at CMA by e-mail to obtain instructions on the steps involved in this process, as already mentioned.
2. A homeowner may make reservations only if they are current in payment of their monthly assessments.
3. The Clubhouse is available for private parties only. No income producing events are allowed except for non-profit organizations such as Boy Scouts, Girl Scouts, church groups, charity or civic organizations, etc. If in doubt, ask your Board.
4. This agreement is for reservation of the clubhouse only. **THE POOL IS NOT RESERVED.**
5. I agree to reserve and utilize the Clubhouse at Wrens Cross on (Month, Day, Year) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, under the terms and conditions set forth below.
6. The party or other function will be held between the hours of \_\_\_\_ and \_\_\_\_\_. 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 may result in fines. **Parties must end by Midnight on Friday & Saturdays and by 10 PM the remaining days of the week. New Year's Eve is extended to 1:00am.**
7. Alcoholic beverages may not be sold at the function. If alcoholic beverages are served, I shall be responsible that the consumption is done in reasonable/safe amounts and in accordance with Georgia laws. Furnishing alcohol to minors will result in criminal prosecution.
8. 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.
9. I understand that I am being afforded the exclusive use of the Clubhouse only and that, if the pool area is open and used during the function, I am responsible for the safety of my guests. The use of the pool by persons attending my function is nonexclusive and such persons will not interfere with use of the pool and pool area by persons not attending my function. I will not have any glass at the pool area. If a bottle is broken at the pool, I will be responsible for all costs that incur to have the pool drained and cleaned. A reservation is for the clubhouse only and does not include the pool area.
10. Upon submission of this Application and Agreement, I will make a non-refundable payment in the amount of

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**Option 1:** \$130.00 OR

**Option 2:** \$25.00 X number of hours of intended use (not to exceed \$130.00)

I understand and agree that this payment will be used to pay for use of the clubhouse and option applicable cleaning costs. Any and all damages resulting to the Clubhouse, 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 my function will be charged to me. I understand that any charges made against me will be explained.

If costs of repairs exceed that amount of my payment, I agree to pay the Association the full cost of all repairs within 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, and 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 Covenants and By-Laws.

11. 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 Clubhouse and its appurtenances. If alcoholic beverages will be served at, or brought to the function, then I understand and agree that I am responsible for ensuring that any consumption or serving of alcohol at the function is done strictly in accordance with Georgia law. I further acknowledge and agree that no alcoholic beverages will be sold, manufactured, or made at the function.
12. 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 function and/or the use of the Clubhouse.
13. I assume all responsibility for the actions and behavior of all persons present at or attending, or in any other way related to my function and agree to be personally responsible for causing all such persons to comply with the Association's Covenants, By-Laws, and Rules and Regulations. I acknowledge that violation of any provision of these Documents by any person present at, attending, or in any other way related to my function, may, at the sole discretion of the Association's Board of Directors, result in immediate termination of the function.
14. I am a member of the Association, at least twenty-one years of age, and will be in attendance at my 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

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Association shall have the right to notify law enforcement, take possession of the Clubhouse, and instruct my guests to leave the property.

15. The person making the reservation will ensure that noise levels will not disturb neighboring residents. Music will only be allowed inside the Clubhouse and not outside on the deck or on the grounds surrounding the Clubhouse.
16. When the party is over:
- All trash is to be removed from the Clubhouse and deposited in the proper waste containers.
  - Any equipment, furniture, decorations, food, etc. brought in for the party is to be removed.
  - Clubhouse furniture is to be returned to its original positions.
  - The kitchen is to be cleaned, if used.
  - All doors are to be locked and the key returned within 24 hours.

I choose (please check one and include your check for the appropriate amount):

**Option 1:** \$130.00

**Option 2:** \$25.00 X number of hours intended use (not to exceed \$130.00)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Telephone (Including Area Code)

\_\_\_\_\_  
E-mail Address