

**Rental Agreement for use of  
Woodfield Homeowners Association Clubhouse**

After much research and discussion, with input from homeowners, our management, and our legal counsel, the Woodfield Board of Directors has approved a set of rules for the new clubhouse area. A Rules Committee was set up to make recommendations, and those recommendations were discussed at the May 2006 meeting of the HOA Board of Directors and modified based on the concerns of homeowners and our Board of Directors. The proposed rules will be published on our website.

**The undersigned requests permission to rent and use the Woodfield Homeowners Association, Inc. Clubhouse. The undersigned is \_\_\_\_\_, a Member of the Woodfield HOA. The undersigned wishes to use the Clubhouse from \_\_\_\_\_ o'clock \_\_\_\_m. to \_\_\_\_\_ o'clock \_\_\_\_m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The expected number of guests: \_\_\_\_\_; Event: \_\_\_\_\_. 45 guests are the maximum occupancy.**

**Rules. The undersigned agrees to abide by the Woodfield Homeowners Association rules and policies for the Clubhouse, attached as Exhibit A.** It is understood that a Member of the Board of Directors of the Woodfield Homeowners Association, Inc., or a person designated by the Board, may inspect the Clubhouse including furniture, window coverings, equipment and the area surrounding the Clubhouse, before and after use by the undersigned. Any items not in good condition will be repaired or replaced as necessary. The undersigned agrees to pay for any repairs or replacement, and if it is not promptly paid, the Woodfield Homeowners Association, Inc. shall have a lien against the unit owned by owner for payment of same, which lien may be collected in same manner as yearly assessments.

**Alcohol.** The undersigned further agrees that no alcoholic beverage of any sort will be served to any minor or intoxicated person. The undersigned agrees to be fully responsible for all accidents or claims that may arise as a result of any accident, injury, or damage to person or property during the time that the undersigned has the Clubhouse rented.

**Hold harmless and indemnification.** The undersigned hereby releases and shall hold harmless and indemnify the Woodfield Homeowners Association property owners and the employees, contractors, agents, affiliates, and related entities thereof for all claims, attorneys fees, and other costs or liabilities incurred by or asserted against any of the foregoing as a result of use of the Woodfield Clubhouse by owner or owner's tenants or guests.

**Georgia host/liquor laws.** The undersigned understands that under Georgia law, a host of any social event or business function where alcoholic beverages are served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from the host's negligence in allowing any intoxicated guest or attendee to be served alcohol. Such liability may include harm to the intoxicated individual himself and also harm to total strangers involved in automobile accidents, etc. caused by that intoxicated individual.

**Condition of Clubhouse before and after.** The undersigned agrees to inspect the Clubhouse prior to acceptance and to show the condition in the "Check-In Condition" column attached as **Exhibit B** to this agreement.

I received a copy and read the above rules.

Rental Fee \$ \_\_\_\_\_  
Received/Not Received

\_\_\_\_\_  
Signature of Renter  
Date: \_\_\_\_\_

\_\_\_\_\_  
Woodfield Board Representative  
Date: \_\_\_\_\_

*Clubhouse rules approved by Board on May, 2006*

## Exhibit A

### Rules for the use of the Woodfield Clubhouse

#### by Woodfield HOA Members

**1. Qualified Renters:** The renter must be a member of the Woodfield HOA. The Clubhouse is not available for rental to any owner if the Woodfield owner assessments and other sums due the Association by the owner are not current. The person renting must be at least 21 years of age, be in attendance at all times, and be responsible for the actions of his/her guests. To rent the clubhouse, a Reservation Agreement must be signed by the Woodfield HOA Member.

Only HOA Members may reserve the Clubhouse. The Woodfield HOA Member must be present at all times at the function for which the Clubhouse is rented and must be the primary host of the event. HOA Members may not reserve the area on behalf of a third party.

**2. Hours.** All functions must end by 10:00 p.m. on weeknights and by 12:00 a.m. on Friday or Saturday nights. The number of guests is limited to 45 absolute maximum.

The clubhouse is to be used for social or recreational activities only.

Members of the Board of Directors reserve the right to enter the clubhouse at any time in order to carry out their responsibilities as directors.

**3. Fee.** Each Woodfield HOA member renting the Woodfield Clubhouse (the "Clubhouse") will sign a rental agreement and release prior to renting the Clubhouse. The rental fee is payable in advance. If a Member in Woodfield leases the Clubhouse, the owner and the representative of the Woodfield Board must both sign the required rental agreement and release. The rental fee is \$50.00 for 2 hour minimum, or \$75.00 for 3-4 hours, \$100 for 5-6 hours this includes set up and breakdown of event. No prorations are available.

**4. Security Deposit/Cleaning fee.** In addition to the rental fee, a security deposit of \$100.00 fee will be collected and may be forfeited if the clubhouse is not left in a clean condition. See Exhibit A for cleaning requirements.

**5. Cancellations.** Reservations for events may be canceled without penalty prior to 5 days before the start of event. Members who cancel reservations within 4 days of the start of the event or who fail to appear at the event without canceling their reservations are subjected to loss of their security deposit.

**6. Alcoholic beverages/other substances.** Alcoholic beverages may not be served to minors or intoxicated persons at the Common Area. Under Georgia law, a host of any social event or business function where alcoholic beverages are served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from the host's negligence in allowing any intoxicated guest or attendee to be served alcohol. Such liability may include harm to the intoxicated individual himself and also harm to total strangers involved in automobile accidents, etc. caused by that intoxicated individual.

No illegal drugs or controlled substances are allowed in the clubhouse or in the Association's common areas.

**7. Smoking.** No smoking is permitted within the clubhouse at any time.

**8. Pool.** The pool area may not be rented. It is for the use and enjoyment of all owners and guests and has its own hours of operation and will be available for the use of other HOA members during the reserved time period. Dynamo rules, if a party is hosted within the pool hours, the renter agrees to advise Board Members of the number of guests and will need to fill out a party request form to be submitted to Dynamo. If additional lifeguards are needed, the Renter agrees to pay for an additional lifeguard. This is a Dynamo rule.

**9. Music.** Music, and/or any other noise, must be kept at a level that it cannot be heard in the surrounding homes in the area. The renter of the clubhouse will be responsible for seeing that there are no loud noises from the guests

either coming to or leaving the function at the clubhouse. If there is any music played, all doors and windows to the clubhouse must be closed and remain closed. Any violations of this rule may result in the Police being called to the clubhouse and the function ended.

**10. Clean up of Clubhouse.** The Woodfield homeowner who rents the clubhouse will be responsible for cleaning the clubhouse and any other area used, including all equipment and furniture, immediately after the function ends. The security deposit is forfeited if the clubhouse is not clean.

The floors in the recreation room and kitchen shall be thoroughly cleaned. The kitchen counters shall be thoroughly cleaned. The living room shall be swept, dusted, and cleaned. If used, refrigerator shall be cleaned and dishwasher emptied.

Remove all garbage, refuse from the inside and placed in outside containers. Any overflow trash that cannot be secured in outside containers must be removed from the property.

**11. Damage.** The Woodfield renter/member will be responsible for the repair or replacement of any damage done to the Clubhouse, or its furniture, equipment, or window coverings.

**12. Assumption of risk.** The Woodfield owner will assume full responsibility for any and all accidents or claims that may arise as a result of any accident or for any other reason in connection with the function or lease of the Clubhouse by the owner and said owner shall agree to the hold harmless and indemnity provisions contained in the Rental Agreement to which these rules are attached.

**13. Lock doors.** The Woodfield HOA Member will lock the doors when the function is over.

**14. City codes.** All City, State and local rules regarding fire, health and safety shall be the responsibility of the resident who made the reservation.

**15. Occupancy limit.** No more guests than the fire code permits are allowed at any function. Occupancy load is 45 maximum guests.

**16. Automobiles.** Automobiles parked on the Club grounds must be parked within the areas designated for parking. All "No Parking" and handicap restrictions shall be observed. Repeated offensives of parking violations will result in the automobile being towed at the automobile owner's expense.

**17. Violation.** Violations of these rules will be determined by the Board in their sole discretion. Violations will subject the owner to any corrective or enforcement action authorized by the Association's governing documents or by law, and penalties may include without limitation the loss of use rights for the Clubhouse for one year.

**18. Late usage.** In addition to the rental fee, a \$25.00 fee may be assessed to the renting homeowner if the clubhouse is not vacated by the end of the time block.

**19. Children.** Although Woodfield Homeowners Association is a family oriented club, it is important to remember that rules regarding children are needed to ensure the enjoyment of all members. Parents are responsible for the conduct of their children and their guests while they are on Club property. It is the financial responsibility of the member for any charges made or damages caused by the member's child or the child's guest.

**20. Animals.** No animals of any kind are allowed in clubhouse (seeing eyes dogs accepted)

**21. Complaints.** All complaints pertaining to the Clubhouses should be made to any officer or representative of the Woodfield Board and shall be made in writing signed by the complainant. No verbal or unsigned complaints will be considered. Complaints against employees shall be directed solely to the President of the Woodfield HOA and may be written or verbal. All written complaints will be responded to in writing within 15 days.

**23. Decorations.** No decorations are allowed to be used that will cause damage to the walls, windows, ceilings or any of the clubhouse furnishings. Decorations must be affixed using a scotch tape, and all tape must be removed at the parties end.

No:

- Tacks, nails, tape or other types of adhesive on the clubhouse walls are not permitted as this damages the paint, walls. This includes placement of banners, signs, balloons, or other decorations.
- If any marks, blemishes, or holes from your party are detected on the walls after your party, a deduction will be taken from your security deposit for repair and painting of the damaged area.
- All decorations, balloons, signs, posters, must be removed from the Clubhouse, decks, parking lot and/or exterior signs and signposts.
- It is very important to remove all balloons before leaving; otherwise, balloons, especially helium balloons
- No furniture is allowed to be removed from the premises

**24. Closing.** Check all doors and windows a second time to ensure that they are locked. If any vandalism is the result of failure to comply with this request, you will be held liable for all damages and/or theft.

Thank you very much for your cooperation in keeping the Clubhouse well maintained for Woodfield HOA Members' enjoyment. We sincerely hope that you enjoy using the Clubhouse for your party.

Exhibit C - Woodfield Clubhouse

Checksheet

<b>Item</b>	<b>Check-in condition</b>	<b>Check-out condition</b>
<b>FLOOR</b>		
<b>SINK</b>		
<b>CABINETS</b>		
<b>TABLES</b>		
<b>OVERHEAD LIGHTS</b>		
<b>WINDOWS</b>		
<b>WINDOW LEDGES</b>		
<b>FRONT DOOR</b>		
<b>BATHROOMS</b>		
<b>ENTRY WAY</b>		
<b>BROOM, MOP</b>		
<b>FURNITURE</b>		
<b>OTHER</b>		

Renter: \_\_\_\_\_

Woodfield HOA Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_