

THE FAIRWAYS CLUBHOUSE RESERVATION AND USE AGREEMENT

In consideration for The Fairways Homeowners Association, Inc. ("Association") allowing me the use of The Fairways Clubhouse I, the undersigned, agree as follows:

1. I will submit payment in the amount of \$150.00 as a rental fee for the Clubhouse, and I submit a deposit in the amount of \$150.00 which is due and payable upon submission of this Agreement.
2. I further understand and agree that this deposit will be used to pay for cleaning costs and 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 the Function. The Association's representative shall inspect the premises after the keys are returned to him or her. I understand that any charges made against my deposit will be explained. 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 repairs. I agree that as a member of the Association (or as a member sponsor), all deposits, fees, cleaning and repair charges and any and all other expenses incurred by the Association as a result of the use of the Clubhouse hereunder shall be considered an assessment and constitute a lien against my property as provided in the Association's Declaration and By-Laws.
3. 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. I hereby agree that, if alcoholic beverages are served at the Function, then alcoholic beverages shall: (1) not be sold at the Function, (2) not be served or allowed to be provided to minors at the Function, and (3) shall only be provided to or served to adults in a responsible manner.
4. 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 attorneys' 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 or use of the Clubhouse.
5. 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, and Rules and Regulations. 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, in the sole discretion of the Association's Board of Directors, result in forfeiture of my deposit and/or termination of the Function.
6. The Association reserves the right to enter the Clubhouse and terminate 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.
7. I am at least twenty-one (21) years of age, have no unpaid fees due to the Association, and will be in attendance at the Function at all times during the 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 Association shall have the right to take possession of the Clubhouse and instruct my guests to leave the property.
8. I agree to return the Clubhouse keys to the Association's office representative on the next business day after the Function.
9. I agree to be bound by all Clubhouse Rules (attached check list) and to clean the facilities after use as required by these Rules. Specifically, I agree to do the following before vacating the Clubhouse after the Function: (a) Remove all trash (including refrigerator items) from the Clubhouse; (b) Return thermostat to pre-event setting; (c) Turn off all lights in the Clubhouse; (d) Return all furniture to its pre-event position; and (e) Lock all doors and windows opened during the event.
10. I have carefully read and understand this Reservation and Use Agreement and agree to be bound by its terms.

Renter Name _____ **Address** _____ **Phone** _____

Renter Signature _____ **E-mail Address** _____

HOA Resident Name _____ **Address** _____ **Phone** _____

HOA Resident (Sponsor) Signature _____ **E-mail Address** _____

Function Date/Times _____ **Type Of Function** _____ **# of Guests** _____

RESERVATION PROCEDURES:

1. Complete the information requested above.
2. Provide two (2) checks in the amounts of \$150.00 and \$150.00 for the required rental fee and security deposit (refundable as set forth above). Make check payable to The Fairways HOA.
3. Deliver or mail check to Sixes Management Group: 1007 Towne Lake Hills East, Woodstock, GA, 30189
4. You will need to supply your amenities cards numbers to Sixes Management so they can upgrade your card to allow you into the Clubhouse.

CHECK IN PROCEDURES BEFORE EVENT BEGINS:

1. Inspect furniture for any damages
2. Report any damages to Sixes Management Group (770) 575-0943 or info@sixesmanagement.com upon inspection, before party begins. If damages are not reported you will be responsible for the condition of the property after your party.

CLEAN UP REQUIRED AFTER EVENT:

- Wipe down all kitchen countertops and tables with a cloth
- Signs or other items should not be taped, stapled, nailed or otherwise secured to walls or doors. Should a banner or other item be absolutely necessary, painters tape must be used to secure the item and any resulting damage is the responsibility of the renting homeowner.
- All furniture must be returned to its original location
- Remove any items brought in (food, decorations, tables, chairs, etc.) at the end of your function
- All Garbage must be bagged and removed from the Clubhouse
- Empty the refrigerator and freezer of all food placed there for your event
- The floors should be “broom clean” after the event
- Deposit is subject to forfeit for failure to follow cleaning guidelines