

SOMERSET AT HENDERSON VILLAGE HOMEOWNER'S ASSOCIATION, INC.
CLUBHOUSE GREATROOM RESERVATION AND USE AGREEMENT

In consideration for the Somerset at Henderson Village Homeowner's Association, Inc. ("Association") allowing me the exclusive use of the Somerset at Henderson Village Clubhouse "Great room" only and furnishings (hereinafter "Clubhouse") on _____, 20____. I, the undersigned, agrees as follows:

1. I, _____ the owner of property located at _____, Alpharetta, GA 30004, am a (check one):
 - Member in good standing of the Somerset Homeowner's Association
 - Member in good standing of the Arbors Homeowner's Association
 - An Outside Member (Resident of Henderson Village) in good standing

2. I am reserving the clubhouse for the purpose of _____ (the "Function") which will be attended by not more than _____ people (limit not to exceed 50).

3. The Clubhouse MAY NOT be used for business purposes, i.e., workshops, client meetings, etc. or personal gain/profit (no parties/events in which the Member, directly/indirectly sells, takes orders for or solicits monies for goods or services). The Clubhouse shall be used for private events only by Members and their invited guests, and may not be used for events that are "open to the public". No admission fee or charge of any kind may be levied to the guests of an event hosted at the Clubhouse.

4. The Function will be held between the hours of _____ and _____ on _____, 20____. 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 will result in forfeiture of my deposit.

5. I have made a deposit, in the amount of \$200, which is due and payable at the time the reservation is requested. I further understand and agree that this deposit will be applied to any and all damages to the Clubhouse, its contents, or any other portions of the Association property from my actions or any actions of persons present at, attending, or in any other way related to the Function, including breach of this contract. The Clubhouse Manager shall inspect the premises within 12 hours 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 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, 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 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 Declaration and Bylaws.

6. I agree to pay a non-refundable fee of \$65, to be added to my rental fee, for post-event cleaning. This fee will be used to pay a professional cleaning company to deep clean and sanitize all surfaces (tabletops, counters, chairs, doorknobs, handles, light switches, TV remotes, bathroom sinks, toilets, etc.). This is an additional cleaning completed for the safety of the next renter and anyone who may enter the building after your event I understand that this cleaning is not a substitute for the clean-up that I will complete after my event.

7. 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 Associations, 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.

8. 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 fees) for any and all injuries, to either persons 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 above function, activity, rental or use of the Clubhouse.

9. 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 City of Alpharetta ordinances, including noise ordinances as well as Association's Rules and Regulations, Declaration and Bylaws (these documents are posted at www.somersetathendersonvillage.org). I acknowledge that violation of any provision thereof 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 immediate termination of the Function.
10. I understand that I am being granted the 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.
11. I am at least twenty-one (21) years of age 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.
12. I agree to return the Clubhouse keys to the Clubhouse Manager, or a member of the Facilities Committee if the Clubhouse Manager is not available, on or before 10:00 a.m. on the day after the Function. If Clubhouse keys are not returned as noted above, a \$50.00 fee will be assessed and deducted from the deposit.
13. If there are no deductions, as provided for in this Agreement, the deposit will be refunded in whole by a Board member in person, or by mail, postmarked no later than two business days after inspection. If there are any deductions, as provided for in this Agreement, and the deductions do not exceed the amount of the deposit, the balance shall be refunded by a Board member in person, or by mail, postmarked no later than 20 business days after inspection.
14. I agree to be bound by the Clubhouse Rental Rules & Checklist ("Rules") and to restore the facilities after use as required by the Rules. I acknowledge that I have received a copy of the Rules attached hereto and incorporated herein.
15. I understand that my reservation of the Clubhouse on the aforementioned date will not be confirmed nor will this Agreement be binding until such time as this Agreement has been executed by the Association. I have carefully read and understand this Reservation and Use Agreement and agree to be bound by all its terms.
16. If either party brings legal action to enforce the terms of this Agreement, then the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees actually in such action.
17. **WAIVER AND RELEASE OF LIABILITY:** In consideration for the Somerset at Henderson Village Homeowner's Association, Inc. and The Arbors at Henderson Village Homeowner's Association, Inc. allowing me and any co-owner or other resident of my home, if applicable, to use the Association's swimming pool and facilities during the ongoing state of emergency related to the coronavirus (COVID-19) pandemic, and at any other time, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, on behalf of myself, any other co-owner, co-applicant, or other resident of my home hereby agree and acknowledge that use of the pool and facilities may be generally hazardous and pose a heightened risk of exposure to COVID-19, and I knowingly accept this risk. I understand and agree that I will not access the pool and facilities if I am confirmed to have COVID-19 or exhibit any symptoms of COVID-19, or if I have been knowingly exposed to anyone who is suspected to have or is confirmed to have COVID-19 in the previous 15 days. I understand and acknowledge that the Association reserves the right to revoke my right to use the pool and facilities at any time for any reason with or without cause. I realize that all risks associated with my use of the pool and facilities, including but not limited to, contracting COVID-19, being exposed to someone with COVID-19, and/or contact with other persons, are assumed solely by me and that the responsibility to ascertain if using the pool and facilities might prove harmful to me is solely my own. I agree to abide by all Association rules and policies and with customary safe practices related to COVID-19 or otherwise. I release, waive, forever discharge and covenant not to sue the Association, its members, officers, directors, employees and agents from any and all claims, costs, causes of action, and liabilities out of or related to any loss, personal

injury or death related to COVID-19 or otherwise, or any other consequences thereof, of whatever kind and nature, known or unknown, anticipated or unanticipated, which arise from or are in any way related to the use of the pool and facilities. I hereby forever and fully agree to defend, indemnify, and hold harmless the Association, its members, officers, directors, employees and agents of and from any and all claims, costs, causes of action, and liabilities out of or related to any loss, personal injury or death related to COVID-19 or otherwise, or any other consequences thereof, of whatever kind and nature, known or unknown, anticipated or unanticipated, which arise from or are in any way related to the use of the pool and facilities. I hereby further agree that this Application, Waiver, and Release of Liability Form shall be constructed in accordance with the laws of the State of Georgia. If any term of this Application, Waiver, and Release of Liability Form is to any extent illegal, otherwise invalid or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect. It is my express intent that this Application, Waiver, and Release of Liability Form shall bind any co-owner, co-applicant, or other resident of my home, my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased. In signing this Application, Waiver, and Release of Liability Form, I acknowledge and represent that I have read the foregoing agreement, understand it and sign it voluntarily as my own free act and deed, and I execute this Application, Waiver, and Release of Liability Form for full, adequate and complete consideration fully intending to be bound by same.

*All these fields are required.		*Signature
*Address		*Print Name
		*Email
		*Phone
*Date		

Fees: Daytime event, clean and out with keys returned by 4:00 is **\$100 + \$65 cleaning fee**. Any event that begins or runs past 5:00 is **\$150 + \$65 cleaning fee**.

Separate check **\$200** damage deposit.

The two checks should be payable to SOMERSET/ARBORS FACILITY. Our bank will accept nothing else. Mail the signed and completed Clubhouse Reservation application and both checks to:
Somerset/Arbors Facility Committee, PO Box 176, Alpharetta, GA 30009-0176

FOR ASSOCIATION USE ONLY

AGREED TO AND
ACCEPTED BY SOMERSET
AT HENDERSON VILLAGE
HOMEOWNERS'
ASSOCIATION, INC.

By: _____
Title: _____

Deposit paid on _____

Check No. _____

Deposit Returned

Amount _____ Date _____