

# Elk Run Homeowners Association Clubhouse Rental Agreement

A homeowner or homeowner's tenant who desires use of the Elk Run Clubhouse must read and agree to the following in order to rent the facility.

## Reservation Procedure:

You MUST call (770)-804-2053 to leave a message to request a return call from a Clubhouse Rental Coordinator or you may email the Coordinator at [ElkRunHOA@bellsouth.net](mailto:ElkRunHOA@bellsouth.net) to inquire as to the Clubhouse availability.

The Coordinator will return your call as soon as possible to discuss availability, and to schedule a time and place to pick up the completed "Rental Agreement" and the rental fee/deposit check or money order.

You MUST initial and/or sign ALL pages of the "Rental Agreement" as indicated and return with a check or money order made payable to "Elk Run HOA, Inc." for the rental fee AND the security deposit as indicated below. We ask that you note on the check the desired date and time of your clubhouse rental.

We require ONE check or money order. The Treasurer will draft a check on the HOA account for the refundable deposit within seven (7) days of the end of the rental period, unless notified otherwise.

All rental agreements and checks must be given to the Coordinator assigned to your rental unless otherwise noted.

You have RESERVED the facility only when you receive CONFIRMATION of the availability of the date and time by email or phone from the designated Coordinator. This confirmation binds both parties to the terms of the "Rental Agreement".

Reservations are made on a first come first serve basis subject to black out dates for Association functions. You MUST make a reservation a minimum of seven (7) days in advance of the event date.

There is a \$50 charge for a check returned to the Association by the Bank which will be charged to the Homeowner's "Lot" Account, if not paid separately by the Homeowner.

## Rental Time Periods:

Sunday to Thursday – ½ Day – 5 Hours – Either 11 AM to 4 PM OR 6 PM to 11 PM

Friday and Saturday – ½ Day – 5 Hours – Either 11 AM to 4 PM OR 7 PM to 12 AM

Friday and Saturday - Full Day – 10 Hours - NOT TO START before 10 AM and NOT TO END after 12 AM

## Clubhouse Rental Rates and Deposit:

½ Day Rental (5 Hours): \$50 Rental Fee and \$100 Deposit (Refundable – Subject to Conditions listed in the "Rental Agreement") - Pool Fee is \$30 additional max of 15 guests.

Full Day Rental (10 Hours): \$100 Rental Fee and \$100 Deposit (Refundable – Subject to Conditions listed in the "Rental Agreement")

A minimum deposit of \$100 is required. If the premises, including the pavilion restroom facility or other amenity or area used by the homeowner suffers damage due to negligence during rental use or not securing the premises after use, the homeowner is subject to further liability for excessive damage. You will receive a list of damages and charges against the deposit, if any.

\_\_\_\_\_ Homeowner Initials

## **Cancellation Policy:**

Cancellation of a Clubhouse reservation **MUST** be made 48 hours in advance of the event date calculated **BY THE TIME** of the event. For example, a Saturday 10 AM reservation must be cancelled at the latest by the prior Thursday at 10 AM.

During peak use in the months of May, June, July, November and December, cancellation notice must be received seven (7) days in advance of the rental time requested.

Failure to notify of cancellation results in forfeiture of the rental fee. The deposit will be fully refunded subject to the procedure described under the "Reservation Procedure" section above.

ANY inappropriate treatment of the Coordinator either written or spoken up to and including the day of your rental will result in the **IMMEDIATE** cancellation of your reservation and return of all rental fees and deposits. Disrespectful behavior **WILL NOT** be tolerated. This is a privilege and not a service of this Association.

## **Event 24-Hour Confirmation and Clubhouse Key Pick Up and Return:**

The Clubhouse key may be picked up from the Coordinator not more than 1 ½ hours before the scheduled rental period unless an alternate time is agreed to by the Coordinator.

The Coordinator is a volunteer in this community and is under no obligation to comply with any request outside the 1 ½ hour pick up and designated key return period. The Board asks that you exercise respect of the Coordinator's personal schedule.

The Clubhouse key will **ONLY BE ISSUED TO THE PERSON SIGNING THE RENTAL AGREEMENT**, unless otherwise agreed, **AHEAD OF TIME**. Under no circumstance will the key be issued to anyone under 21 years of age.

Please be sure to confirm your rental and key pick up 24 hours in advance by leaving a Voice Mail message at 770-804-2053. It is not the responsibility of the Coordinator to contact the Homeowner to confirm the required 24 hour notice. Your confirmation call will be acknowledged.

The Clubhouse key must be returned to the Coordinator immediately following the use and clean up of the facility. If the event ends at 11:00 PM or later, the key **MUST** be returned no later than 10:00 AM the following morning with arrangements made in advance for the Coordinator to receive the key.

If you fail to turn in the key on time, you will be charged a \$5 per hour late fee charged against the deposit – **NO EXCEPTION** will be made.

If the key is lost you will be charged the going rate for a locksmith to re-key the Clubhouse lock and provide six (6) replacement keys.

You **MUST** lock both the Clubhouse door and the pavilion (rear) bathroom door after use. Any damage caused by the homeowner (or homeowner's tenant) leaving the facility unsecured will be the responsibility of the homeowner. This includes damage to the pavilion restroom, above and beyond the deposit amount as stated in the "Deposit" section above.

## **Procedure and Rules of Use:**

1. The Clubhouse will be available for use to homeowner's who are at least 21 years of age and in good standing with the Association, not owing any past due Association dues, fines or liens.
2. All events must have a resident/owner as its sponsor. The sponsor is required to be present the duration of the event. The exception is use by a Homeowner's tenant as stipulated in Rule #3. Then, the tenant is considered the sponsor of the event. The homeowner and tenant are jointly liable to abide by this agreement regardless of who has provided payment.

3. A tenant may use the Clubhouse facility but the homeowner AND tenant must co-sign the rental agreement and be in compliance with Rule #1.
4. The Clubhouse will be rented for the events considered “personal in use” such as: craft classes, dance, yoga/exercise, home shopping shows, weddings, birthdays, luncheons, other celebrations, church social functions and what is deemed the “like kind” by the Coordinator.
5. Rental of the Clubhouse facility WILL NOT INCLUDE PRIVATE USE of the Pool or Tennis amenities.
6. The clubhouse rental can include the use of the pool, but use will be limited to 15 guests and a \$30 additional fee. The Homeowner renting the facility is subject to the Elk Run Amenities Rules and Regulations incorporated by reference and posted at the Association website and on the community bulletin board. The Homeowner is responsible to request a copy of these rules. The Association’s liability for injury is disclaimed as part of the “Rental Agreement”.
7. No alcoholic beverages of any sort will be served to anyone under 21 years of age. No illegal drugs are permitted in the Clubhouse or Elk Run amenities areas.
8. No glass of any sort, no open flame or candles are to be used in or around the Clubhouse.
9. NO SMOKING inside the Clubhouse facility. You will be required to pick up cigarette butts as part of clean up.
10. MAXIMUM OCCUPANCY IN THE CLUBHOUSE IS **49** PEOPLE PER THE FIRE MARSHALL
11. Do not attach decorations to the Clubhouse walls with nails, pins or duct tape. USE ONLY Scotch brand “Magic” tape. All decorations, tape, strings, etc. shall be removed as part of cleaning. At no time will anything be suspended from the Chandelier.
12. The Coordinator will conduct a walk thru with you to establish the pre-rental condition of the Clubhouse interior. You will be asked AT THAT TIME to note any damage or un-clean conditions inside the Clubhouse on the “Rental Agreement” in the “Notes” section.
13. An inventory will be made of items in the Clubhouse refrigerator and freezer. Be aware of the items that are the property of the ASSOCIATION. You will be charged if you remove or use any of these food or drink items.
14. The Association does not provide cleaning service as part of the “Rental Agreement”. You will be responsible to ensure the cleanliness before and after use of the Clubhouse and restroom facility. If the Association does clean you will be assessed a minimum \$50 fee deducted from your deposit.
  - a. All garbage is to be removed to homeowner residence
  - b. Sweep and/or mop floor and wash windows, if necessary and close blinds
  - c. Renter is responsible to provide all supplies for use and cleaning
15. Return the Heat setting to 60 degrees in the Winter or the AC setting to 78 degrees in Summer. You will be charged \$10 against the deposit if thermostat is not properly set.
16. Turn off the lights and lock all doors including the restroom in the rear pavilion area. You will be held responsible for any damage due to leaving the facility unsecured.
17. Abuse of the Clubhouse facility and surrounding area will result in loss of rental use of the facility.
18. All functions held at the Clubhouse facility will observe a curfew and noise must be kept to a minimum.
19. If you stay past the allotted time you will be escorted out by the Douglas County Sheriff and subject to further prosecution under criminal trespass ordinances.
20. No Pets are allowed in our around the Elk Run Clubhouse or amenities facilities.

\_\_\_\_\_ Homeowner Initials

**Rental Acknowledgement:**

Date of Agreement: \_\_\_\_\_

I (We), \_\_\_\_\_ (Name), in consideration for use of the Elk Run Clubhouse facility for the date and time indicated below agree(s) to abide by the rules, regulations, terms and conditions as stated and described on the previous and current pages.

I (We) represent that I (We) am (are) a resident(s) of the Elk Run subdivision located in the Douglas County, Georgia. My (Our) residence is located at \_\_\_\_\_ (Address).

I (We) testify that I (We) are of legal age (21 years) to enter into a contract agreement. I (We) maintain that I (We) are current in all dues, fines or assessments payable to the Association.

I (We) agree to assume full responsibility for my (our) guest's behavior and safety while using the Clubhouse in accordance with the "Rental Agreement". I (We) hold the Elk Run Homeowners Association, its Officers and Directors, and its Agents harmless and fully indemnify them against any liability and claims for personal bodily injury or property damage claim brought or made by any person or person(s) including the undersigned who may use the Clubhouse facility or surrounding premises pursuant to the terms of this agreement.

I (We) understand that the Association does not maintain Insurance Coverage providing for personal perils or injury that result from a homeowner's or their tenant's "rental" of the Clubhouse facility. I (We) will have under 49 persons at the function for which Clubhouse is rented.

I (We) shall be responsible for the cleaning and securing of the Clubhouse and surrounding premises after use pursuant to the "Rental Agreement". I (We) agree to reimburse the Association for any damage resulting from negligence of failure to secure the Clubhouse or surrounding premises above and beyond the amount of deposit. These excess amounts will be reimbursed to the Association within 30 days of the rental date or placed as an uncontestable "fine" against the Homeowner's "Lot" Account.

The undersigned has read and understands the "Rental Agreement" in its entirety.

Date of Rental \_\_\_\_\_ Start Time of Rental \_\_\_\_\_ End Time of Rental \_\_\_\_\_

**Notes: (Document Before and After Rental)**

Walls/Floors/Windows/Doors: \_\_\_\_\_

Refrigerator/Freezer Contents: \_\_\_\_\_

Tables/Chairs (Count/Condition): \_\_\_\_\_

Rent Received \$ \_\_\_\_\_ Deposit Received \$ \_\_\_\_\_ Pool Fee \$ \_\_\_\_\_

Confirmed on \_\_\_\_\_

Key Returned on \_\_\_\_\_

\_\_\_\_\_  
Coordinator Signature

\_\_\_\_\_  
Homeowner Signature

\_\_\_\_\_  
Homeowner Phone/Email

If Applicable:

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Phone/Email

\_\_\_\_\_ Homeowner Initials