

Rivermist

Homeowners Association

1658 Rivermist Drive

Lilburn, GA 30047

CLUBHOUSE RENTAL CONTRACT

Rivermist Homeowners Association, Inc. (RHOA) is the owner of the Rivermist Swim and Tennis Club clubhouse and surrounding facilities. RHOA shall be referred to as the “Licensor” in this contract and the designated party shall be referred to as the “Licensee” that requests to rent the clubhouse facilities. **All Licensees shall be RHOA clubhouse members or have a RHOA clubhouse member sponsor that will be present during the entire scheduled event.**

Date of Contractual Agreement made: _____

Damage deposit fee: **\$100.00**

Facility rental fee: **\$110.00**

Licensee agrees to pay the damage deposit fee (as stated above and defined below) and the facility rental fee (as stated above and defined below) in two separate checks in order to hold the desired date. No date reservations will be made until the contract is signed by the Licensor and the Licensee and until the Licensee has provided both checks for payment.

DURATION OF EVENT: Date of event: _____

The event shall begin at _____ and end at _____

The event may be terminated by the Licensor if at any time, in the opinion of the Licensor, the facilities are being abused, are in danger of being abused, or are being used in such a manner as to cause a disturbance to the surrounding neighbors.

INDEMNIFICATION OF LICENSER: Licensee indemnifies Licensor against any and all claims for damages to property or personal injury resulting or arising from Licensee's use of facilities; and Licensee further agrees to bear the cost of any and all legal actions, including reasonable attorney fees, taken against the Licensor as a result of said use.

DAMAGE DEPOSIT: Upon signing the contract the Licensee shall pay to the Licensor, in addition to the contract facility rental fee set forth in the sum of **\$100.00**

The deposit shall be refundable only if the facilities have suffered no damage and are left in the condition as when first occupied by the Licensee. In the event of any damage, the entire deposit shall be forfeited. Cost for such damage that exceeds the deposit amount shall be paid to the Licensor by the Licensee upon demand.

FACILITY RENTAL FEE: The Licensee shall pay the Licensor the amount of **\$110.00** to hold and rent the facility.

OPTIONAL CLEANING FEE: Upon signing the contract, the Licensee may elect to pay **\$100.00** for cleaning. The optional fee must be paid in a separate check along with the rental and damage fees.

___ I, the Licensee opt out of paying the optional cleaning fee and will clean the facility after the event; however, in the event that the Licensor does not feel the facility was left in a clean state the **\$100.00** optional cleaning fee will be taken from the Licensee's damage deposit. In the event the damage deposit is also used due to damages the Licensee will be asked to pay the **\$100.00** cleaning fee to the Licensor upon demand.

___ I, the Licensee accept the cleaning fee of \$100.00

CANCELLATION PRIOR TO SCHEDULED EVENT: The Licensee may cancel the contract to rent the facilities, and the Licensee shall receive from the Licensor a full refund of the damage deposit, rental fee, and optional cleaning fee ONLY if such cancellation occurs at least 21 days prior to the scheduled event.

WAIVER OF LICENSEE OF CLAIMS OF INJURIES: Licensee acknowledges that he/she enters upon the operation of this contract with full knowledge of the condition of the facility and Licensee assumes sole and entire responsibility for any loss of life or injuries that may be sustained in connection therewith. Licensee agrees to indemnify Licensor and to save Licensor harmless in regard to all such liability.

LICENSEE SHALL ABIDE BY THESE ADDITIONAL RULES:

1. No alcohol shall be served to a minor (under age 21)
 2. If more than 1/3 of the guests present are minors, no alcohol shall be served.
 3. If the party is to honor a minor, no alcohol shall be served.
 4. No guests may spend the night without prior approval.
 5. Upstairs portion of clubhouse is off limits to children under age 7
 6. There shall be no fire built in fireplace before, after or during the event.
 7. No tape or fasteners such as screws/nails are allowed on/in sheetrock walls for decorative purposes.
- *** Air conditioning temperatures should never be set below 74 degrees during event. For set up or no persons in there, the temperature should not be below 78 degrees. The system may fail if these rules are not followed.

EXCLUSIVENESS: The privilege given herein is not exclusive and Licensor reserves the right to grant, at any time, other similar privileges to use or occupy the facility.

ASSIGNMENT: Licensee shall not assign rights under this agreement without the express written consent of the Licensor.

COMPLETENESS: The making, execution, and delivery of this contract by the Licensee have been induced by no representations, statements, warranties, or agreements other than those herein expressed. The contract embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

MODIFICATIONS: The contract may be amended only in writing expressly purporting to create an amendment to this contract and signed by the party against whom such amendment is sought to be enforced.

ACKNOWLEDGEMENTS: Licensee acknowledges that he/she has read the entire contract and understands all the terms and conditions herein.

Licensee signature/date

Licensee printed name

Licensee address

Licensee phone number

RHOA clubhouse chairmen signature/date _____

ALL CALLS FOR EMERGENCY MAINTENANCE CONCERNS REGARDING THE CLUBHOUSE DURING YOUR SCHEDULED EVENT SHOULD BE DIRECTED TO:

Chris Stone #205-573-9729 or clubhouse@rivermistrafter.org