

McGinnis Reserve Clubhouse Rental Guidelines

3451 Lake McGinnis Dr

1. The clubhouse is available for rental by any McGinnis Reserve resident in good standing. The person renting the clubhouse must be a McGinnis Reserve resident (or spouse) over the age of twenty one (21) and must be in attendance at all times during the gathering. **Community wide events take precedence over all other requests. Recommended occupancy no more than 67 per the Fire Department.**

2. Any public gathering where all residents of McGinnis Reserve are invited shall be considered a social event or a neighborhood function and the rental rates set forth herein in Section 11 below shall not apply. **To schedule use of the clubhouse utilize the reservation tab on the McGinnis Reserve website. The request is scheduled only after approval by a member of the Clubhouse committee. After approval the resident making the request will receive an e-mail of approval.**

3. Any type of gathering (private party or otherwise) where all residents of McGinnis Reserve are not invited shall be considered a Private Party and shall be subject to the terms and rental rates set forth herein. All **residents in good standing shall be eligible for one FREE rental each calendar year.** With respect to advertising such Private Party, the McGinnis Reserve homeowner is limited to one small sign placed in front of the clubhouse advertising the location of the Private Party. No other signs are permitted on property owned by the McGinnis Reserve Homeowners¹ Association or on property owned by any resident

4. The clubhouse hours are 9:00 a.m. to 12:00 midnight, exclusively.

5. The clubhouse is a **NON SMOKING** facility. Should guests smoke outside the clubhouse, please clean up their smoking area immediately after the Private Party so that no discarded cigarettes remain

6. The McGinnis Reserve resident shall be solely responsible for contacting the Clubhouse Committee in order to rent the clubhouse, sign the rental agreement, pay the rental fee and pay the \$500.00 refundable advance deposit. The Clubhouse Committee requests you submit the reservation two weeks in advance, **please check the McGinnis Reserve website calendar to see if the clubhouse is available.** These items must be completed prior to the rental date in order to gain access to the clubhouse. The McGinnis Reserve resident shall also be solely responsible for communicating with the Clubhouse Committee in order to obtain access to the clubhouse on the rental date,

7. The McGinnis Reserve resident is responsible for cleaning up the clubhouse (both inside and outside) immediately after their rental date. The resident agrees to comply with all terms set forth in these Rental Guidelines and the Application for Reservation Agreement, and further hereby accepts and assumes legal responsibility for all damages done to the clubhouse that occur during the time of their rental of the clubhouse, The resident acknowledges and agrees that failure to complete any required cleanup or damage will result in the forfeiture of part or all of the \$500.00 rental deposit. In addition, the resident acknowledges and agrees that the cost of repairing any damages to the clubhouse occurring during, or as a result of, this rental in excess of \$500.00 will be billed to the resident and must be paid by the resident. The schedule set forth below describes the current rental rates.

All food and drink in refrigerator/freezer must be removed. All trash must be bagged and placed in the curbside trash can. Do not place any metallic items in the microwave while in use.

8. The person that picks up the clubhouse keys must fill in the sign-in/out log.

9. Please call the clubhouse committee member at least 48 hours in advance of your rental date in order to discuss when you can pick up the key. Rental rates are set forth below:

10

Time of Day

Rental Rate

Indicate hours requested on application between 9:00 am - 12:00 midnight

\$100.00

**APPLICATION FOR RESERVATION AGREEMENT
McGINNIS RESERVE CLUBHOUSE**

In consideration for the McGinnis Reserve Homeowner Association, Inc. (the "Association") allowing me the exclusive use of the clubhouse owned by the Association and the equipment and furnishings located therein (collectively, the "Clubhouse¹"), I, the undersigned, agree as follows:

1. I agree to reserve the Clubhouse on _____, under the terms and conditions set forth herein. Clubhouse reservations shall be reserved exclusively to residents living in the McGinnis Reserve subdivision in Suwanee, Georgia.
2. I am reserving the Clubhouse for the purpose of a _____ which will be attended by not more than _____ people.
3. The event will be held between the hours of _____ and _____ on the date noted above.
4. I will make a deposit in the amount of \$500.00, which is due and payable upon submission of this application and agreement. 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 property from any actions of persons present at, or attending, or in any other way related to my function. I understand that any charges made against my deposit will be explained. If the cost of repairs exceeds 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.
5. I assume all responsibility, risks, liabilities and hazards incidental to the activities applied for including, but not limited to, the serving of alcoholic beverages, which I understand is prohibited without a uniformed police officer if more than forty (40) guests attend), and hereby release and forever discharge the Association, its officers, directors, employees, agents and members, past, present and future, from any and all claims, costs, causes of action, liability for personal injury, death or damage to, or destruction of, property arising from my use of the Clubhouse and its appurtenances,
6. I agree to indemnify and hold harmless the Association, its officers, directors, employees, agents and members, past, present and future, from any and all claims, costs, causes of action and liability (including, but not limited to, attorney fees) for any injury to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees or any member of the Association or any other person which arise from or are in any way related to the above activity, whether or not caused by the Association's negligence.
7. I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to my function and agree to be personally responsible for causing all such persons to comply with the Association's Declaration, By-Laws, Rental Guidelines (attached hereto as Exhibit A), and Rules and Regulations. I acknowledge that violation thereof by any person present at, attending, or in any other way related to my function may, at the sole discretion of the Association's Board of Directors, result in forfeiture of my deposit.
8. I understand that I am being granted the exclusive 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 of any property.
9. I am at least twenty-one (21) years of age and will be in attendance at my 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 be terminated and the Association shall have the right to take possession of the Clubhouse and instruct my guests to leave the property. Furthermore, should any conduct at the function I am sponsoring violate federal, state or local laws or ordinances, I acknowledge and agree that the Association's Board of Directors may impose additional fines or penalties at their sole discretion.

- 10. In the event of cancellation of my reservation forty-eight (48) hours or more before the reservation date, the deposit will be refunded in full. Cancellation after this time period will result in a charge of \$15.00.

- 11. Subject to those deductions provided for in this agreement, the deposit will be refunded in whole or in part after the walk thru.

- 12. I agree to clean the facilities **prior to the next booking and no more than 3+ hours after the event**, and acknowledge that I have received a copy of the clean-up check list attached hereto and incorporated herein. If not cleaned within the aforementioned time, cleaning costs will be deducted from my deposit. I also have the option of contracting and paying a cleaning service of my choice or Evergreen Properties (404-429-1637) **PRIOR TO THE RENTAL TO ARRANGE FOR CLEANING** following the event.

- 13. I understand that my reservation of the Clubhouse on the aforementioned date will not be binding until such time as this Agreement has been approved by the Clubhouse Committee.

- 14. I have carefully read and understand this form and the attached Rental Guidelines, acknowledge and agree that such Rental Guidelines are an integral part hereof, and agree to be bound by all such terms and conditions contained in herein and in the Rental Guidelines,

Name _____

Address _____

Home Phone _____

Cell _____

Submission Date _____

Checks Payable To: McGinnis Reserve HOA

USAGE FEE if applicable (\$100)

SEPARATE CHECK FOR REFUNDABLE DEPOSIT (\$500)

1/21/23klh

McGinnis Reserve Clubhouse Cleanup Agreement

The following rules and cleanup requirements are applicable to all Clubhouse rentals. Before leaving the Clubhouse at the conclusion of a rental, the homeowner signing this Maintenance Agreement must have complied with all of the items listed below.

CLEAN UP CHECKLIST

- Empty dishwasher
- Clean refrigerator/freezer and remove leftover food and drinks
- Clean microwave
- Vacuum carpets
- Sweep and mop floors in kitchen/bathrooms
- Sweep deck if necessary
- Clean sinks and countertops in kitchen/bathrooms
- Clean tables
- Place all furniture in original location
- Close and lock windows and doors
- Turn off all lights and fans
- Set thermostat : in spring and summer set on Cool 80 in fall and winter set on Heat 60**
- Make sure bathroom doors are locked from inside the clubhouse**
- Pick up all trash outside clubhouse
- All trash must be bagged prior to placing in the curbside trash receptacles
- Replace trash bags in all clubhouse trash cans with clean bags
- All cigarette butts needs to be removed from sidewalks and parking area

Please make a note of any broken or damaged items found during your use. Report to Clubhouse Committee

RULES FOR DECORATING

Do not use tacks, nails, or tape on the walls. Tape (painter's tape is suggested) may be used on woodwork but make sure you remove it. If using helium balloons make sure none remain after the party and none are stuck on the ceiling or in the ceiling fans.

GENERAL GUIDELINES

The Clubhouse is a **NO SMOKING** facility..

Everyone using the Clubhouse is expected to comply with the rules of this Maintenance Agreement. By signing below, the homeowner agrees to comply with this Maintenance Agreement and further assumes responsibility for all damage to the Clubhouse occurring during this rental. The homeowner signing below understands that failure to complete any required maintenance or cleanup item will result in forfeiture of part or all of the rental deposit. In addition, the homeowner understands that the cost of repairing any damage to the Clubhouse occurring during or as a result of this rental will be billed to the homeowner and must be paid by the homeowner. Any such unpaid costs will be assessed against the homeowner and may become a lien against such homeowner's real property.

A post rental walk through will be conducted as soon as possible after the event.

Clubhouse Committee Signature: _____ Date: _____

Homeowner Signature: _____ Date: _____
