

Rental Agreement for use of
Summit Lake Homeowners Association, Inc. Clubhouse

The undersigned requests permission to rent and use the Summit Lake Homeowners Association, Inc., Clubhouse. The undersigned is _____ (name of resident), a Member of the Summit Lake Community or an authorized Lessee. The undersigned wishes to use the Clubhouse starting at ____ o'clock ____ am ____ pm (check one) and ending at ____ o'clock ____ am ____ pm (check one) on the _____ day of _____ (month), 20____ (year). The start and end time INCLUDES set up and clean up.

The expected number of guests is _____. (Fire Code: 50 guests are the maximum occupancy)

The event is for _____

The adjoining pool and patio area cannot be reserved nor can the grill / firepit area be reserved.

Only ONE reservation per day.

Doors are not to be propped open.

DO NOT block or impede the ability to exit through the front or back doors. This is a requirement of the fire code.

Any items left behind in the clubhouse or the refrigerator may be thrown away and will not be replaced.

Rules

The undersigned agrees to abide by the Summit Lake Homeowners Association, Inc. rules and policies for the Clubhouse, attached as Exhibit "A". It is understood that a Member of the Board of Directors of the Summit Lake Homeowners Association Inc., or a person designated by the Board, may inspect the Clubhouse including furniture, and the area surrounding the Clubhouse, before and after use by the undersigned. Any items not in good condition will be repaired or replaced as necessary.

The undersigned agrees to pay for any repairs or replacement, and if it is not promptly paid, the Summit Lake Homeowners Association, Inc., shall have a lien against the unit owned by owner for payment of same, which lien may be collected in same manner as yearly assessments. The Clubhouse is to be used for social or recreational activities only. Members of the Board of Directors reserve the right to enter the Clubhouse at any time in order to carry out their responsibilities as directors. **The pool and patio area cannot be reserved and others that want to use the pool must be allowed access through the Clubhouse.**

Alcohol

The undersigned further agrees that no alcoholic beverage of any sort will be served to any minor or intoxicated person. The undersigned agrees to be fully responsible for all accidents or claims that may arise as a result of any accident, injury, or damage to person or property during the time that the undersigned has the Clubhouse rented.

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Hold harmless and indemnification

The undersigned hereby releases and shall hold harmless and indemnify Summit Lake Homeowners Association, Inc., its property owners and the employees, contractors, agents, affiliates, and related entities thereof for all claims, including attorney's fees, and other costs or liabilities incurred by or asserted against any of the foregoing as a result of use of the Summit Lake Clubhouse by the undersigned or the undersigned's guests, invitees or agents.

Georgia host / liquor laws

The undersigned agrees to comply with the Social Host laws of Georgia and accepts full responsibility should a minor come in contact with the alcohol being served. I, the undersigned, understand that under Georgia law, an adult social host who knowingly and intentionally serves, or causes to be served, an alcoholic beverage to a person he knows or reasonably should know is between the ages of 18 and 20 is liable to the person served and to any other person for damages proximately resulting from the host's service of alcohol.

Condition of Clubhouse and restrooms before and after

The undersigned agrees to inspect the Clubhouse and restrooms prior to acceptance and to show the condition in the "Check-In Condition" column attached as Exhibit B to this agreement.

I have received a copy and read the above rules and agree to abide by ALL rules. I understand that failure to follow the rules and/or abide by the rental policies may result in the forfeiture of the security deposit.

Make two checks payable to Summit Lake HOA and mail along with completed form to:

- Norton Property Management , P.O. Box 3428, Gainesville, GA 30503

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Signature of Renter

Printed Name of Renter

Date

Street Address

Renter Phone Number

Renter Email address

Summit Lake Board Representative

Rental Fee: \$ 100.00 Deposit Received ____ Yes ____ No _____ Date Received

Security Deposit: \$100.00 Received ____ Yes ____ No _____ Date Received

Printed Name

Date

January 22, 2024

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Exhibit "A"

Rules for the use of the Summit Lake Clubhouse by Summit Lake HOA Members.

The front and rear emergency exits may not be blocked at any time.

1. **Qualified Renters:** The renter must be a member of the Summit Lake HOA or be an authorized user. The Clubhouse is not available for rental to any owner if the Summit Lake owner assessments and other sums due to the Summit Lake Homeowners Association by the owner are not current. The person renting must be at least 21 years of age, be in attendance at all times, and is responsible for the actions of his/her guests. To rent the Clubhouse, a Reservation Agreement must be signed by a Summit Lake HOA Member, or their designee.
2. **Hours:** All functions must end by 11:00 p.m. The number of guests is limited to 50 maximum (per the Hall County Fire Marshal). Events are ONLY allowed for a period of four (4) to six (6) hours.
3. **Rental Fee:** Each Summit Lake HOA member or authorized user renting the Summit Lake Clubhouse (the "Clubhouse") will sign a rental agreement and release prior to renting the Clubhouse. The rental fee of \$100.00 is payable in advance.
4. **Security Deposit/Cleaning Fee:** In addition to the rental fee, a security deposit of \$100.00 fee is collected and may be forfeited if the Clubhouse and restrooms are not left in a clean and damage free condition. If a more deep cleaning is required, an additional \$100 fee may be charged.
5. **Cancellations:** Reservations for events may be canceled without penalty prior to 5 days before the start of event. Members who cancel reservations within 4 days of the start of the event or who fail to appear at the event without canceling their reservations may be subjected to loss of their security deposit.
6. **Alcoholic beverages/other substances:** Alcoholic beverages may not be served to minors or intoxicated persons at the Common Area. As a condition to using the facilities, all persons agree to comply with the Social Host laws and any additional laws relating to the consumption of alcohol. Alcoholic beverages may not be sold during use of the facility. No illegal drugs or controlled substances are allowed in the Clubhouse or in the Association, Inc.'s common areas.
7. **Smoking:** No smoking is permitted within the Clubhouse, or clubhouse restrooms, at any time.
8. **Pool and Patio Area – Grill and Firepit Area:** These areas **are not** included in the clubhouse rental. These areas are for the use and enjoyment of all owners and guests and have its own hours of operation and will be available for the use of other HOA members during the reserved time period. Wet swimwear is not permitted in the clubhouse.
9. **Music:** Music, and/or any other noise, must be kept at a level that it cannot be heard in the surrounding homes in the area. The renter of the Clubhouse will be responsible for seeing that there are no loud noises from the guests either coming to or leaving the function at the Clubhouse. If there is any music played, all doors and windows to the Clubhouse must be closed and remain closed. Any violations of this rule may result in the Police being called to the Clubhouse and the function ended.

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10. **Clean-up of Clubhouse and restrooms:** The Summit Lake Homeowner or authorized user who rents the Clubhouse will be responsible for cleaning the Clubhouse and any other area used, including all equipment and furniture, immediately after the function ends. The security deposit may be forfeited if the Clubhouse is not clean. The Clubhouse deck shall be thoroughly cleaned. Remove all garbage and place in the outside dumpster. Any overflow trash that cannot be secured in outside containers must be removed from the property.

11. **Damage:** The Summit Lake owner/renter will be responsible for the repair or replacement of any damage done to the Clubhouse, or its furniture, equipment, or window coverings.

12. **Assumption of risk:** The Summit Lake owner/renter will assume full responsibility for any and all accidents or claims that may arise as a result of any accident or for any other reason in connection with the function or lease of the Clubhouse by the owner and said owner shall agree to the hold harmless and indemnity provisions contained in the Rental Agreement to which these rules are attached.

13. **City codes:** All City, State and local rules regarding fire, health and safety shall be the responsibility of the person who made the reservation.

14. **Occupancy limit:** No more guests than the fire code permits are allowed at any function. Occupancy load is 50 maximum guests.

15. **Automobiles:** Automobiles parked on the amenity grounds must be parked within the areas designated for parking. All "No Parking" and handicap restrictions shall be observed. Repeated offensives of parking violations will result in the automobile being towed at the automobile owner's expense.

16. **Violations:** Violations of these rules will be determined by the Board in their sole discretion. Violations will subject the owner to any corrective or enforcement action authorized by the Association, Inc.'s governing documents or by law, and penalties may include without limitation the loss of use rights for the Clubhouse for one year.

17. **Late usage:** In addition to the rental fee, a \$25.00 fee may be assessed to the renting individual if the Clubhouse is not vacated by the end of the time block. This DOES NOT mean that you can extend your rental time by paying a late usage fee.

18. **Children:** Although Summit Lake Homeowners Association, Inc. is family oriented, it is important to remember that rules regarding children are needed to ensure the enjoyment of all members. Parents are responsible for the conduct of their children and their guests while they are on Summit Lake HOA property. It is the financial responsibility of the member for any charges made or damages caused by the member's child or the child's guest.

19. **Animals:** No animals or pets of any kind are allowed in Clubhouse or clubhouse bathrooms (service dogs only as defined by the Americans with Disabilities Act).

20. **Complaints:** All complaints pertaining to the Clubhouses should be made to any officer or representative of the Summit Lake Board and shall be made in writing signed by the complainant. No verbal or unsigned complaints will be considered. Complaints against employees shall be directed solely

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to the President of the Summit Lake HOA and may be written or verbal. All written complaints will be responded to in writing within 15 days.

21. **Decorations:** No decorations are allowed to be used that will cause damage to the walls, ceilings or any of the Clubhouse furnishings. No tacks, nails, tape, velcro or other types of adhesive on the Clubhouse walls are permitted as they damage the paint and walls. This includes placement of banners, signs, balloons, or other decorations. If any marks, blemishes, or holes from your party are detected on the walls after your party, a deduction will be taken from your security deposit for repair and painting of the damaged area. All decorations, balloons, signs, posters, must be removed from the Clubhouse floor, parking lot and/or exterior signs and signposts. No furniture is allowed to be removed from the premises. Due to fire hazards, no grills, or open flames, including candles are permitted.

22. **Furniture and décor:** No furnishings or decorative items are to be moved out of the main room of the clubhouse. Furniture is not to be stacked or positioned in any way that may cause damage. Pictures are not to be removed from the walls.

23. **Closing:** Check all restroom doors a second time to ensure that they are locked. If any vandalism is the result of failure to comply with this request, you will be held liable for all damages and/or theft.

Thank you very much for your cooperation in keeping the Clubhouse well maintained for Summit Lake HOA and its membership. We hope you enjoy your time!

Renter

Renter Printed Name

Renter Signature

Date

Summit Lake HOA Representative

Signature

Printed Name

Date

January 22, 2024