

# THE FALLS OF CHEROKEE CLUBHOUSE RESERVATION AGREEMENT

In consideration for The Falls of Cherokee Homeowners' Association allowing me the exclusive use of the Clubhouse at The Falls of Cherokee and equipment and furnishings therein (the "Clubhouse"), I, the undersigned member of The Falls of Cherokee Homeowners' Association, execute this Reservation Agreement and specifically agree to the terms and conditions set forth below as follows.

1. I agree to use the Clubhouse at The Falls of Cherokee on \_\_\_\_\_, 20\_\_\_\_\_

2. I understand that I am being afforded the exclusive use of the Clubhouse.

3. I understand that my rental will be denied if I am not a member in "Good Standing" with the HOA.

4. The party or function will be held between the hours of \_\_\_\_\_ and \_\_\_\_\_ **I understand that continued use of the Clubhouse after the hours for which it has been reserved (or any time after 10 p.m. Sundays-Thursdays or 12 midnight Fridays-Saturdays) will constitute a breach of this Agreement and will result in forfeiture of my deposit.**

5. I will make a non-refundable rental fee payment of \$150.00 to The Falls of Cherokee HOA, and a refundable deposit in the amount of \$200.00 upon submission of the Agreement. I understand and agree that this deposit will be used to pay for cleaning costs and 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 my function. 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 all deposits, fees, and 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 By-Laws.

6. 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 Association, 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. If alcoholic beverages will be served at or brought to the function, then I understand and agree that I am responsible for ensuring that any consumption or serving of alcohol at the function is done strictly in accordance with Georgia law. I further acknowledge and agree that no alcoholic beverages will be sold, manufactured or made at the function. .

7. 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's fees) for any and all injuries, to either person or property, suffered by me, my family members, employees, agents, guests, invitees, any member of the Association or any other person which arise from or are in any way related to the function and or the use of the Clubhouse.

8. 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 and Rules and Regulations. I acknowledge that

violations of any provisions of the Documents by any person present at, attending, or in any other way related to my function, may, in the sole discretion of the Association's Board of Directors, result in immediate termination of the function and forfeiture of any deposit.

9. 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 to any property.

10. I am a member of the Association, at least twenty-one years of age, and will be in attendance at my function. I hereby and represent that the Clubhouse will be used for lawful purposes only, and that if any conduct at the function violates federal, state or local laws or ordinances, my right 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.

11. I understand the Clubhouse or any other Association facility may not be used for any event having a political purpose unless sponsored by the Association.

12. I understand the Clubhouse or other Association facilities cannot be used for activities that result in personal or commercial gain.

13. I understand no recurring events are allowed unless approved or sponsored by the Association.

14. I understand no wet swimsuits are allowed in the Clubhouse.

15. Subject to those deductions provided for in this Agreement, the deposit will be refunded in whole or in part by mail.

16. I agree to clean the facilities after use and **remove all trash/bag and place in the outside container of the clubhouse. Please note that the trash can container has been moved to the Tennis Court area.**

17. I understand that my reservation of the Clubhouse on the aforementioned date will not be confirmed, nor will the Agreement be binding, until such time as the Association has executed this Agreement.

18. I have carefully read and understand this usage form and agree to be bound by its terms.

_____ Name (Printed)	_____ Signature
_____ Home Phone Number	_____ Address
_____ Daytime Phone Number	_____ Date
_____ Key Card Number #1 (located on back of card)	_____ Key Card Number #2 (located on back of card)