

LOCH HIGHLAND CLUBHOUSE RENTAL AGREEMENT

Revised December 2010

I, (name) _____, do hereby agree to the following terms and stipulations of this contract with respect to the renting of the Loch Highland Clubhouse on (date + time) _____, for the purpose of _____.

TERMS

1. I am a Loch Highland Homeowners Association Member in good standing.
2. I agree that the rental of the Clubhouse is for the purpose of a personal or family-related social event.
3. I accept all responsibility for the cost to repair or replace any damage so inflicted on the premises.
4. I agree to remove ALL alcoholic beverages from the premises at the conclusion of the event.
5. I agree to submit two checks both for \$100.00. One will serve as the rental fee and the other will serve as the deposit. The rental fee check will be cashed and the deposit check will be held and returned after the event is over and the Clubhouse has been checked for damages. Both checks should be made out to 'LHHA' and submitted in advance to the Clubhouse Rental Coordinator.
6. I understand that an inspection of the Clubhouse will be made after the event and any necessary cleaning or repair charges will be deducted from my deposit check.
7. I understand that I do not have exclusive use of the pool during normal pool hours. However, if I rent the Clubhouse and want the lower pool closed for my private party, I can do so after 8:00 pm. Additional lifeguards must be furnished according to the current pool contract. I understand that I am responsible for acquiring the needed lifeguards through the current Pool Management Company and that I must comply with all the rules for having a pool party.
8. I agree to abide by all Cobb County ordinances, including the provisions under Art. VII "Noise", Section 50-256 and Section 50-257. The following acts are declared to be loud, disturbing and unnecessary noises in violation of this article; but this enumeration shall not be deemed to be exclusive:
Sec. 50-257 (2): **Radios, phonographs, musical instruments.**
The using, operating or permitting to be played, used or operated of any radio receiving set, musical instrument, phonograph or other machine or device for the producing or reproducing of sound in a manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with a volume louder than necessary for the convenient hearing of a person, not hearing impaired, who is **within 40 feet** of the device if outdoors, or in the room, vehicle or chamber in which the machine or device is operated, and who is a voluntary listener thereto. The operation of any set, instrument, phonograph, machine or device **between the hours of 11:00 p.m. and 7:00 a.m.** in a manner as to be plainly audible at a distance of **50 feet** from the device if outdoors, or **50 feet** from the building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this article. _____ Homeowner initials
Sec. 50-257 (4): **Yelling, shouting, etc.**
Yelling, shouting, hooting, whistling or singing on the public streets, particularly **between the hours of 11:00 p.m. and 7:00 a.m.**, or at any time or place, so as to annoy or disturb the quiet, comfort or repose of persons in any office, dwelling, hotel or other type of residence or of any persons in the vicinity. _____ Homeowner initials

STIPULATIONS

1. Any music played during a party at the Clubhouse shall be kept inside. No music or speakers are allowed outdoors at any time. At 11.00 pm the sliding doors need to be closed and any loud noises outside should cease.
2. No person under the age of twenty-one years will be served alcoholic beverages.
3. All teen parties must be supervised by the LHHA member.
4. There will be no hanging of decorations with tape, nails, staples, thumbtacks, or fasteners of any type from the walls, woodwork, or wood beams.
5. Smoking is prohibited in all areas of the Clubhouse at all times, including the upper and lower floors as well as the bathroom areas.
6. When the event is over:
 - Remove decorations, vacuum, clean, and return furniture to its original position.
 - Remove all trash from the premises and replace trash can liners.
 - Check the fireplace and make sure the gas is turned OFF.
 - Check the pool area for cleanliness. Return all pool furniture to its original positions.
 - Check that the storage closet door, the door leading to the restrooms, and the sliding doors are locked.
 - Turn the Heat/AC timers to the OFF position, turn all lights off and lock the front door.

CLUBHOUSE USE POLICY

One-Time Events

One-time events are social in nature and include personal or family-related use. The member must complete and sign the Clubhouse Rental Agreement and pay the specified fees and deposits. After the event, the Clubhouse will be inspected for cleanliness and damage. Any cleaning or repair charges will be added to the member's account with the LHHA. Any dispute regarding the inspection or charges shall be brought to the LHHA Board for resolution. Failure to adhere to this policy shall be cause to refuse the member further rentals of the Clubhouse.

Association-Sponsored Events

Social Committee sponsored events are open to all residents in good standing. The Social Committee is authorized to use the Clubhouse for association-sponsored events without charge. Any committees sanctioned by the Board are also authorized to use the Clubhouse without charge.

Who May Attend Events?

Attendance at any event is restricted to LHHA members in good standing and their guests. No individuals are permitted in the Clubhouse without an LHHA member present.

Prohibited Events

Prohibited events include child sitting, pet sitting, events without an LHHA member present, events where excessive amounts of food or drink are planned, and events where loud music is played in violation of Cobb County noise ordinances. The Board reserves the right to cancel any event or deny future Clubhouse use based on the previous conduct of the homeowner and/or their guests at past events, if the homeowner disregards the rules, if the homeowner is delinquent with their association dues, or if the event is deemed not in the best interest of the community by the Board.

Early Access For Renters

If there are no renters in the days prior to the rental day, the Clubhouse scheduler can give a renter access several days ahead of time to prepare the Clubhouse. The renter shall accept that in the unlikely event a last minute paying renter wants one of the days in question, the new renter's wishes must be accommodated and interfering materials and arrangements may have to be removed.

Right To Amend

The Board maintains the right to amend this agreement and policy at any time. In the event there is a dispute or disagreement regarding the rules, policies, or Rental Agreement the Board will review and may modify the Rental Agreement language as necessary.

To Reserve The Clubhouse

Contact Shane Robinson at Heritage Property Management.

srobinson@heritageproperty.com

Phone: 770-200-8265.

Send signed Rental Agreement and checks to

Shane Robinson

Heritage Property Management Services, Inc.

500 Sugar Mill Road , Suite 200B

Atlanta, GA 30350

LOCH HIGHLAND CLUBHOUSE RENTAL AGREEMENT RELEASE AND IDEMNIFICATION

Lessee agrees to and shall indemnify the Lessor against and hold the Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney fees arising out of, connected with, or resulting from the consumption of alcoholic beverages by Lessee or Lessee's guests in the Clubhouse premises as described herein.

Lessee expressly and unequivocally agrees to indemnify and hold the Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney fees arising out of or relating to all alleged negligent acts of the Lessor, imposed upon the Lessor, premised upon the consumption of alcoholic beverages of Lessee or Lessee's guests within the Clubhouse premises as described herein.

Lessee shall further, at his or her own cost and expense, indemnify and hold harmless, and defend any and all suits which may be brought against the Lessor, either alone or in conjunction with others, arising from injury to person or property resulting from or based upon the consumption of alcoholic beverages by Lessee or Lessee's guests within the Clubhouse premises as described herein and shall satisfy, pay, and discharge any and all judgments and fines that may be recovered against the Lessor in any such actions.

It is expressly agreed and understood that Lessor neither condones nor promotes the consumption of alcoholic beverages within the Clubhouse premises nor shall the Lessor under any circumstances provide Lessee or Lessee's guests with alcoholic beverages to be consumed within the premises described herein and that Lessee shall be solely responsible for the behavior and

conduct of his or her guests both during and after their presence within Lessor's Clubhouse premises.

By signing below, I confirm that I have read and understand the above and agree to abide by all terms, stipulations, and Clubhouse Use Policies. I understand that failure to fully abide by all Clubhouse Rules can result in a fine of \$100 and/or suspension of Clubhouse privileges for up to 90 days.

Homeowner's Signature

Date

Homeowner's Name (Print)

Phone

Homeowner's Address

Dues currently paid?

Accepted by

Remarks: _____