



Highland Pointe Recreation Association, Inc.
3750 Club House Court
Marietta, GA 30066-2472
770-973-0925
office@highlandpointe.org
www.highlandpointe.org

Clubhouse Rental Agreement

AGREEMENT made as of this ____ day of _____, _____, by Highland Pointe Recreation Association, Inc., a Georgia non-profit corporation ("HPRA, Inc.") and

Name _____ Address _____

Phone Number _____ ("Recreation Member or Permanent Homeowner Member") for the renting of the Clubhouse, 3750 Club House Court, Marietta, Georgia 30066-2472 (the "Premises").

Number of Guests: _____

Purpose of Rental: _____

1. **PHILOSOPHY.** The parties agree that maintaining the property for and courtesy to other Recreation Members shall be considered a paramount objective and the parties shall strive to meet this objective in implementing this Agreement. The parties recognize that appropriate measures must be taken with Recreation Members and their guests who destroy property or who violate rules and regulations. Such measures may include forfeit of Deposit and/or immediate surrender of the Premises to HPRA, Inc.

2. **Initial Here:** _____. **TERM.** Recreation Member hereby rents from HPRA, Inc. on _____, _____ starting at _____ and ending at _____. **Recreation Member or Permanent Homeowner Member agrees not to sub-rent or permit anyone else directly or indirectly to rent the Premises on Recreation or Permanent Homeowner Member's behalf during the term of this agreement. Failure to comply with this clause may result in a loss of deposit. Rental and deposit checks must be drawn from an account in the name of Recreational Member or Permanent Homeowner Member.** Recreation Member or Permanent Homeowner Member agrees not to enter the Premises or to permit any person such as family members, personnel or guest, to enter the Premises except during term of agreement, unless HPRA, Inc. has been previously notified and has agreed to coordinate.

3. **Initial Here:** _____. **PREMISES.** Premises shall be rented in accordance with Georgia statutes, laws and regulations. Premises are more specifically defined for rental purposes as the entire upstairs area of the Clubhouse, including the kitchen, bathrooms, phone and outside deck within the gated area. A large gas grill available for outside cooking on the deck requiring a minor hook up to the gas line and folding tables and chairs are provided for use.

The following equipment is available for use in the Premises: 6 rectangular folding tables; 75 folding metal chairs; Stereo sound system/cable TV; kitchen equipped with stove, oven, microwave and refrigerator. Round tables on upper pool deck may be used. **DO NOT DISCONNECT OR CHANGE WIRING ON THE TELEVISION OR STERO EQUIPMENT.**

4. **Initial Here:** _____. **RENTAL RATES.** Rental rates as follows may be modified at any time at HPRA, Inc. Board of Directors discretion. The rates apply for events during which no more than 75 people are in or about the premises at any time during the event. Daytime 8:00am-4:00pm for \$45.00 with a \$70.00 deposit paid in 2 separate checks; Evening 5:00pm-2:00am for \$95.00 with a \$150.00 deposit paid in 2 separate checks. Times include allotment for Recreation Member or Permanent Homeowner Member to clean and return the Premises to satisfactory condition.

5. **Initial Here:** _____. **HIGH OCCUPANCY.** A High Occupancy event is defined as one in which the number of people in or about the Premises exceeds 75 at any time during the term of this agreement. For High Occupancy events, the rental rate is \$150.00 per day with a \$300.00 deposit. The rate applies for those days used for setup before and cleanup after the event. Please note that the Fire Marshall has set the maximum occupancy in the Club House at 150.

6. **Initial Here:** _____. **DEPOSIT.** The Deposit shall be used for repairs and replacement of items in the Premises as damaged and for other reasonable purposes at HPRA, Inc.'s discretion. If the Deposit is insufficient for reasonable repairs, replacement and clean up, HPRA, Inc. may take other such appropriate measures, including suspending HPRA, Inc. membership or Permanent Homeowner membership until remuneration is made. The Deposit will be returned after keys and any required paperwork has been returned to the HPRA drop box and a satisfactory inspection of the Premises has been completed. *A rental deposit of \$600.00 is required for functions that require special setup and cleanup (3 day Term). The \$600.00 deposit check may take up to four (4) to six (6) weeks to be returned after rental.

7. **Initial Here:** _____. **LATE FEES.** The parties agree a \$10.00 per day late fee may be charged for failure to return the Premises keys and any required paperwork within 12 hours after the event.

8. **CHECK-IN AND CHECK-OUT.** Recreation Member or Permanent Homeowner and guests shall observe regular check-in and check-out procedures through HPRA, Inc.'s office and shall not occupy the Premises earlier than the regular check-in time and return the Premises in a clean and satisfactory condition at check-out time along with the keys to the Premises. Keys to the front door are generally available 24 hours in advance of your rental.

9. **Initial Here:** _____. **CLEAN-UP.** Recreation Member or Permanent Homeowner Member shall perform the clean-up defined herein or pay the established charges for housekeeping plus any additional housekeeping charges that may be necessary.

- (i) Carpets and Floors. Vacuum carpets and furniture; mop kitchen and bathroom floors.
- (ii) Kitchen. Empty refrigerator, and wipe down all counters. Clean stove if used.
- (iii) Garbage. Remove all garbage from the building and deck and place INSIDE the cans located within the trash enclosure, which is next to tennis court 4 (far end from pool). Replace trash bag in kitchen trashcan.
- (iv) Bathroom. Wipe down counters and fixtures. Report any plumbing problems to the HPRA, Inc. office.
- (v) Fixtures. Return all provided folding tables and chairs to the closet and remove any decorations from walls and ceiling. **DO NOT USE TAPE ON CLUBHOUSE WALLS. DO NOT FASTEN STREAMERS, BALLOONS, ETC., FROM CHANDELIER OR THE SPRINKLER HEADS ON CEILING.**

Cleaning supplies and equipment. HPRA, Inc. will provide the following cleaning supplies and equipment: broom, vacuum cleaner, paper towels (two rolls), dishwashing and hand soap, 409 Spray, toilet brush, vacuum cleaner. Recreation Member is responsible for providing additional supplies and equipment required to return the Clubhouse to satisfactory condition.

- (vi) Thermostats. Two thermostats control the temperature. Please set thermostats back to appropriate temperature depending on season. 85 degrees during summer and 55 degrees during winter.

10. **RELATIONSHIP.** Recreation Member or Permanent Homeowner Member understands that this Agreement is a personal contract between Recreation or Permanent Homeowner Member and HPRA, Inc.

11. **PETS.** Recreation Member will not be permitted to keep pets in or about the Premises.

12. **INDEMNITY.** Recreation Member or Permanent Homeowner Member agrees to indemnify and hold harmless HPRA, Inc. and its Board of Directors, staff and employees from all claims, suits, demands, causes of action or judgments that may arise out of a breach of this agreement or which may arise out of property damage or personal injury to third persons. In the event HPRA, Inc. successfully defends any action arising out of a breach of this agreement brought by Recreation Member or Permanent Homeowner Member or by others, or successfully defends any action for personal injury or property damage brought by third persons, HPRA, Inc. shall be indemnified and reimbursed for attorney's fees and court costs by the Recreation Member. Each party hereto binds its successors, assigns, heirs, administrators and executors. HPRA, Inc. assumes no responsibility or liability for loss or damage to Recreation Member's or Permanent Homeowner's or guests personal belongings or other property.

13. **FORCE MAJUERE.** Neither HPRA, Inc. or Recreation Member or Permanent Homeowner Member shall be required to perform any term, condition, or covenant of this Rental Agreement during such time such performance, after the exercise of due diligence to perform, is delayed or prevented by acts of God, civil riots organized labor disputes, or governmental restrictions.

14. **WASTE AND NUISANCE.** Recreation Member or Permanent Homeowner per will not commit or suffer to be committed any waste upon or of the Premises, or any nuisance or other act or omission that disturbs the quiet enjoyment of any other Recreation Member or Permanent Homeowner Member, and Recreation Member or Permanent Homeowner Member will immediately abate any nuisance or said other act or omission upon demand of HPRA, Inc.

15. **QUIET ENJOYMENT.** HPRA, Inc. agrees that upon payment of the rent herein provided for, and upon the observance and performance by Recreation Member or Permanent Homeowner Member of the covenants herein contained and on the part of Recreation Member or Permanent Homeowner Member to be observed and performed, subject to the provisions of this Rental Agreement, Recreation Member or Permanent Homeowner Member shall peaceably hold and enjoy the Premises for the Term.

16. **MINORS.** Recreation Member or Permanent Homeowner member shall provide one responsible adult chaperone for every 10 individuals not having graduated high school or under the age of 18 in and about the Premises.

17. **USE.** Recreation Member or Permanent Homeowner member shall use the Premises only for the such lawful and moral purposes as allowed in the State of Georgia under all laws, statutes and regulations, including the Rules and Regulations of HPRA, Inc. which Recreation Member or permanent Homeowner Member, by execution hereof, confirms receipt.

18. **SEVERABILITY.** If this Agreement or any provisions herein shall be deemed invalid for any purpose by a court of competent jurisdiction, the intent of this Agreement or provisions shall, nevertheless, be enforceable to the extent necessary for such protection. Each article, paragraph, subparagraph, term, and condition of this Agreement shall be considered severable. If for any reason, any portion of this Agreement is determined to be invalid or in conflict with any law or rule in a final ruling issued by any court, agency, or tribunal with valid jurisdiction, that ruling shall not affect the validity or enforceability of any other portion of this Agreement.

19. **TIME OF ESSENCE.** Time and performance hereof are of the essence of this Rental Agreement.

20. **ENTIRE AGREEMENT.** The provisions of this Rental Agreement constitute, and are intended to constitute, the entire agreement between HPRA, Inc. and Recreation Member or Permanent Homeowner Member. No terms, conditions, warranties, promises or undertakings of any nature whatever, express or implied, exist between HPRA, Inc. and Recreation Member or Permanent Homeowner Member except as herein expressly set forth.

21. *Initial Here:* _____. **RULES AND REGULATIONS.** Recreation Member or permanent Homeowner Member shall comply with such Rules and Regulations as may be prescribed by HPRA, Inc. from time to time, which in HPRA, Inc.'s reasonable judgment, are required for the reputation, safety, care or cleanliness of the buildings or the Premises, or the operations and maintenance thereof and the equipment therein, or for the comfort of Recreation Member and other Recreation Members or Permanent Homeowner Member or other Permanent Homeowner Members, and which shall not adversely affect Recreation Member's or Permanent Homeowner Member's use of the Premises or Recreation Member's or permanent Homeowner Member's quiet enjoyment thereof. Recreation Member or Permanent Homeowner Member or Permanent Homeowner member shall thereafter comply with said Rules and Regulations, and a violation of any of said Rules and Regulations shall constitute a default by Recreation Member or Permanent Homeowner Member under this Rental Agreement. **Each Recreation Member or Permanent Homeowner Member is provided a copy of the rules and regulation with their HPRA membership packets. Please refer to your copy.**

22. *Initial Here:* _____. **REPRESENTATIVES.** The HPRA, Inc. office will coordinate with the Recreation Member entry times for florists, caterers, photographers, cleaning company, etc. ("Representatives") forty-eight (48) hours in advance. The appropriate key(s) will be made available to the Recreation Member. The Recreation Member must fill out and sign a separate *Event Representative Information Form* for each Representative. The office will provide each Representative with a copy of the *Clubhouse Rules and Guidelines*. The Representative must follow these rules and guidelines to prevent unnecessary damage to the Clubhouse. The Recreation Member is responsible for any damages incurred by the Representative or its agents.

Initial Here: _____. **POOL USE.** Use of the pool and pool area must be made by separate arrangements through Nautix Pools. Sponsor can schedule a party or special event by calling Nautix office at **770-485-3672** or online at **www.nautixpools.com**. All reservations and check/PayPal payments must be received by the office at least four days prior to the event. Check payments should be made out to Nautix Lifeguards & Maintenance, LLC., and mailed to the following address:

3595 Canton Rd. Suite A9
Marietta, GA 30066

The Clubhouse Lower Level restrooms will only be available rooms when renting the pool area. No other rooms on Clubhouse Lower Level will be available. **PLEASE REFER TO YOUR HPRA POOL RULES IF PLANNING TO USE THE POOL DURING YOUR CLUBHOUSE RENTAL.**

Highland Pointe Recreation Association, Inc.

Recreation Member

(please print member name)

By: _____
(HPRA Representative)

(Member Signature)

RENTAL IS ONLY FOR HPRA, INC. RECREATION MEMBERS OR PERMANENT HOMEOWNER MEMBERS IN GOOD STANDING WITH HPRA, INC. OR HOA. THIS RENTAL AGREEMENT IS MANAGED WITHOUT REGARD TO THE PROSPECTIVE RECREATION MEMBER'S RACE, COLOR, RELIGION, NATIONAL ORIGIN OR SEX.