

## **Indoor Clubhouse Reservation Form**

Lanier Springs (Waterside, Parkside, Creekside)
\*DO NOT USE THIS FORM FOR POOL PARTIES\*

Date of Request:						
Name:						
Address:						
Email address for confirmation:			Phone:			
Date of Party:	# of guests:	Children:	Adults:	_		
	am/pm End Time:					
Please check the area you are requesting to use:UPSTAIRSDOWNSTAIRSBOTH						
There is a non-refundable cleaning and maintenance fee of: paperwork should be sent to: <a href="mailto:reservations@mrgcam.com">reservations@mrgcam.com</a> within 24 hours online booking.						
<b><u>DEPOSIT:</u></b> There is a \$250.00 deposit due on all reservations. It will be refunded following the event so long as there is no damage, extra cleaning etc.						
\$125.00 – Upstairs\$75.00 – Downstairs\$200.00 – Upper and Lower						
IMPORTANT PAYMENT AND RENTAL INFORMATION:						
<ul> <li>The Cleaning and Maintenance Fee will be charged at the time of booking the reservation online.</li> </ul>						
<ul> <li>ALL reservations MUST be made by the HOMEOWNER on file. If you are renting a home, please contact the homeowner/management company to make the reservation for you.</li> </ul>						

\*The Association member that reserves the clubhouse shall be financially responsible for any and all property damage to the clubhouse and surrounding area.

to the rental.

Please note that online payment and paperwork must be received at least two (2) weeks prior

Alcohol is not permitted anywhere on HOA common area!



## LANIER SPRINGS CLUBHOUSE RULES AND REGULATIONS

- 1. The clubhouse is available for rent 7 days a week from 10AM-12AM for duration not to exceed 12 hours per event.
- 2. Only Association members in good standing (i.e., assessments current and no outstanding violations) can reserve the clubhouse.
- 3. The Association member that reserves the clubhouse shall be financially responsible for any and all property damage to the clubhouse and surrounding area, plus any additional costs and expenses that may be incurred by the Association as a result of the Association member's conduct or the conduct of his guests, during the rental period. Said members must also be present throughout the event.
- 4. **NO DECORATIONS ON THE WALLS OR WOODWORK.** The reserving HOA member or their guests may not use any decorations that will cause damage to the walls, floor, windows, or any other part of the facility. Tacks, nails, tape, silly string, helium balloons, and confetti are strictly prohibited.
- 5. The reserving HOA member must return all furnishings to the original position prior to the end of the rental.
- 6. Board Members and their agents have the right to be present or visit the clubhouse during the rental to make sure all the rules and policies are being followed. Any rule violations witnessed can result in an immediate end to the function with loss of cleaning fee and additional charges may incur on your homeowner account.
- 7. In compliance with the Gwinnett County Noise Ordinance, all events must not disturb area residents. If noise complaints are made, Lanier Springs reserves the right to terminate the reserving HOA member's contract without refund of cleaning fee and additional charges may incur on your homeowner account.
- 8. No alcohol permitted on the premises at any time.
- 9. The reserving HOA member may not charge for admittance to the clubhouse during reservation.
- 10. Parking must be in the designated areas only.
- 11. All clubhouse reservations must begin (including setup) no earlier than 10am and end including cleanup no later than 12am (Midnight), unless express permission is otherwise granted.
- 12. This is a smoke-free facility. Smoking is only permitted in the pedestrian areas outside the facility.
- 13. Pets are not permitted in the facility.
- 14. Upstairs clubhouse reservations **DO NOT** include pool usage. Guests are not allowed in the pool area at any time unless a pool party reservation is made (see below).



- 15. Appropriate attire is required, wet bathing suits are prohibited in the upstairs clubhouse.
- 16. Maximum number of persons allowed in the clubhouse without prior approval is 50.
- 17. For safety reasons, the exits must remain unobstructed whenever the clubhouse is occupied.
- 18. Any deviation or violation of the rules will result in loss of cleaning fee and deposit.
- 19. All reservations are on a first come first serve basis. Please contact the management company to schedule your reservation.
- 20. All trash must be bagged and placed in the proper receptacle or removed from the premises. All food must be removed. The refrigerator must be emptied and cleaned. All personal items must be removed immediately at the end of the rental period. Lanier Springs HOA and our Management Company are not responsible for lost or stolen items.

Should your reservation need to be rescheduled due to inclement weather, please contact MRG at <a href="mailto:reservations@mrgcam.com">reservations@mrgcam.com</a>. You cannot automatically choose to host your event the next day or at a later time. You must reschedule your event. Please make sure your reservation has been confirmed with MRG. If you have not received confirmation, your reservation has not been received/approved.



## Lanier Springs Indoor and Outdoor Clubhouse License Agreement

This Indoor and Outdoor Clubhouse License Agreement (this "License") is made effective as of the date set forth below by and between Lanier Springs Homeowners Association, Inc., ("Association") and the homeowner listed below ("Owner"). The parties agree as follows:

<u>PREMISES:</u> Association, in consideration of the payment provided in this License, grants to Owner the use of either the upstairs, downstairs, or outside area at the Lanier Springs Clubhouse Facility (the "Premises") located at 6124 Sycamore Road, Buford, Georgia 30518, as further indicated on the attached Clubhouse Reservation Form which is attached hereto and incorporated herein by reference.

<u>FURNISHINGS:</u> The license of the Premises includes any furnishings found in the Clubhouse at the time of use. All such items at the end of the license term must be in as good condition as the condition at the beginning of the license term, except for such deterioration that might result from normal use of the furnishings.

<b>TERM:</b> The license	e term will begin	on	at	 and terminate
on	_at	_•		

**CLEANING AND MAINTENANCE FEE:** Owner shall pay to Association a \$125.00 for upstairs, \$75.00 for downstairs or \$200.00 for the entire clubhouse fee for use of Clubhouse each 12-hour period. (This fee is meant to cover set up and clean up).

<u>PROPERTY DAMAGE/CLEANUP:</u> The Association member that reserves the clubhouse shall be financially responsible for any and all property damage to the clubhouse and surrounding area. In addition, If cleanup is not deemed satisfactory, the Pool/Clubhouse Chairman may contact you to inform you that your homeowner account may incur charges and fees.

**USE OF PREMISES:** Owner may use the Premises for private parties and events hosted by Association members in good standing and their invited guests only. The Premises may not be used for any other purpose without prior written consent of the Association, which shall not be reasonably withheld. Owner acknowledges that it shall comply with the Association's Rules and Regulations for use of the Clubhouse and for hosting pool parties. Such Rules and Regulations are attached to this License and incorporated herein by reference.

INDEMNITY REGARDING USE OF PREMISES: Owner, by himself/herself or for or through any family member he/she may otherwise claim, hereby releases, waives, forever discharges, covenants not to sue, and agrees to defend and fully indemnify, to the fullest extent permitted by law, the Association, its members, officers, directors, employees, managers and agents (the "Released Parties") from or for any and all claims, costs, causes of action, and liabilities out of or related to any loss, personal injury, damages or death related to use of the Premises, of whatever kind and nature, known or unknown, anticipated or unanticipated, which arise from or are in any way related to the use of the Premises (hereinafter, the "Claims"), including but not limited to Claims involving COVID-19 or other virus. This License shall be construed in accordance with the laws of the State of Georgia, with venue in the County in which the Premises are located. In the event Owner's minor child, upon reaching the legal age of majority, asserts any Claim against the Released Parties, Owner hereby agrees to hold harmless and indemnify Released Parties in such legal action in the same manner and for the same reasons as otherwise covered in this License. Owner expressly states that the terms of this provision shall bind his/her family members, including his/her minor child, spouse, partner or co-guardian of their minor child, if Owner is alive, and his/her heirs, assigns and personal representative, if Owner is deceased. Owner hereby knowingly and voluntarily waives any right to a jury trial of any dispute arising out of or in connection with this License or the Claims. Owner further understands and agrees that there is no guarantee or expectation that insurance coverage is or will be provided by the Released Parties in regard to the Premises for any Claims.

<u>CONDITIONS OF PREMISES</u>: Every effort will be made to ensure that all systems in the clubhouse are functioning at the time of the intended use of the Premises. This includes the HVAC, refrigerators, bathrooms, and lighting. It is the Owner's responsibility to verify that the Premises is satisfactory prior to the use of the Premises. If the Premises is used, then the whole cleaning and maintenance fee will be charged regardless of whether a portion is not functioning properly. If the event is canceled and the Premises is not used due to a malfunction of one or more systems, then the cleaning and maintenance fee may be returned in the reasonable discretion of the Board.

**GOVERNING LAW.** This License shall be construed in accordance with the laws of the State of Georgia.

Owner:				
Ву:				
Print Name:				
Date:				