



Indoor Clubhouse Reservation Form
Lanier Springs (Waterside, Parkside, Creekside)
Does Not Include Use of Pool

Date of Request _____

Name _____

Address _____

Email address for confirmation _____ Contact # _____

Date of Party _____ # of guests _____ Children _____ Adults _____

Start Time _____ End Time _____ Decoration Y/N _____

Type of Party _____

Please circle the area you are requesting to use UPSTAIRS, DOWNSTAIRS, BOTH LEVELS.

There is a **\$125.00 nonrefundable cleaning and maintenance fee** and a **\$250.00 security deposit**. Once the clubhouse has been cleaned and checked to the satisfaction of Lanier Springs or CMA, your security deposit will be refunded, less any amounts used to cover damage to the clubhouse. Please **submit two (2) checks** made out to Lanier Springs HOA. One for \$125 and the other for \$250. Please note that both the checks and the paperwork must be received in the CMA Atlanta office at least one (1) week prior to the rental. Please send this paperwork and both checks to:

Lanier Springs HOA
Attn: Maura Hancock
1465 Northside Drive #128
Atlanta, GA 30318

Alcohol is not permitted anywhere on HOA common area!

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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:

PREMISES: 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.

FURNISHINGS: 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.

TERM: The license term will begin on _____ at _____ and terminate on _____ at _____.

CLEANING AND MAINTENANCE FEE: Owner shall pay to Association a \$125.00 fee for use of Clubhouse each 12 hour period. (This fee is meant to cover set up and clean up).

SECURITY DEPOSIT: At the time of the signing of this License, Owner shall pay to Association, in trust, a security deposit of \$250.000 to be held and disbursed for damages caused by Owner or related to Owner's use of the Premises, including, but not limited to, any necessary additional cleaning to the Premises. The security deposit will be returned upon satisfactory completion of the checklist provided to Owner at signing of this License, provided all things are in good condition. If the cleanup is not deemed satisfactory, the Pool/Clubhouse Chairman will contact you to inform you that the security deposit will not be returned.

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.**

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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.

CONDITIONS OF PREMISES: 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.

Association:

Owner:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Lanier Springs Address:

Date: _____

Date: _____

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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. Clubhouse rental includes upper level only unless arrangements are made through the management company.
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 member must also be present throughout the event.
4. 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 fee and deposit.
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 fee and deposit.
8. No alcohol permitted on the premises at any time.
9. The reserving HOA member may not charge admittance to the clubhouse during reservation.
10. Parking must be in the designated parking area only.
11. All clubhouse reservations must begin (including setup) no earlier than 10am and end including cleanup no later than 12am (Midnight).

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12. This is a smoke free facility. Smoking is only permitted in pedestrian areas outside the facility.
13. Pets are not permitted in the facility.
14. Reservation of clubhouse does 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 clubhouse.
16. Maximum number of persons allowed in the clubhouse without prior approval is 40.
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.
21. The following Rules and Regulations: (1) have been specially created to address COVID-19; (2) are effective immediately; and (3) shall remain in effect until further notice. If/when the following Rules and Regulations are changed, we will send out an updated notice to the community.
 - a) Use of the clubhouse is AT YOUR OWN RISK, including the risk of exposure to COVID-19.
 - b) Unless everyone at the clubhouse has been fully vaccinated: (i) users who are not members of the same household must remain 6 feet apart at all times while using the clubhouse; (ii) cloth face coverings must be worn at all times; (iii) users should comply with social distancing guidelines when entering, using, and exiting the clubhouse; and (iv) if you bring personal items to the clubhouse, including chairs, food or beverages, these should not be shared outside of your household.
 - c) All people who use the clubhouse are encouraged to wash their hands often and cover their coughs and sneezes.

- d) Users should limit their touching of doors, chairs, furniture, and other clubhouse equipment. If possible, people should utilize disinfectant and/or hand sanitizer before and after touching these areas.
 - e) No more than 50 people at the clubhouse at one time.
 - f) These special Rules and Regulations are subject to change to meet existing federal, state, and local guidelines, and that if there are any conflicts between these rules and federal, state, or local requirements, the more restrictive measures for the benefit of the Association shall apply.
22. Should your reservation need to be rescheduled due to inclement weather, please contact CMA/Amanda Evans at 404-835-9109 or by email at aevans@cmacommunities.com. You cannot automatically choose to host your event the next day or at a later time. You must reschedule your event.
23. Please make sure your reservation has been confirmed with CMA/Amanda Evans and the community key holder. If you have not received confirmation from both parties, your reservation has not been received.