



Resident Resource: Clubhouse Rental Agreement, Policies & Application

This form to be used for all Clubhouse rentals as of April 1, 2015.

Dupont Commons Clubhouse Rental Agreement

The Dupont Commons Clubhouse, located at 1650 Dupont Commons Drive (hereinafter "Clubhouse" may be reserved for the use of Dupont Commons Homeowners' Association Members or their authorized Tenants (hereinafter "Member or Tenant") for private use at times which do not conflict or interfere with the community activities of the Dupont Commons Homeowners' Association (hereinafter "the Association"). Members renting their homes to an authorized Tenant transfer the privilege of renting the Clubhouse to their Tenant, and therefore may not reserve the Clubhouse while their home is rented. A current lease must be on file with Heritage Property Management in order for a Tenant to rent the Clubhouse. If the lease does not expressly grant the Tenant the right to rent the Clubhouse, a signed letter authorizing the Tenant's use of the Member's Clubhouse rental privileges must be provided at the time of the rental reservation.

The Clubhouse is reserved on a first-come-first-served basis and may be rented by any Member in good standing. For a Tenant to rent the Clubhouse, the landlord Member must be in good standing. Good standing is defined as being current with respect to assessment payments owed to the Association and having no outstanding violation of the rules and regulations of the Association. The Member or Tenant renting the Clubhouse must be in attendance for the duration of the event at the Clubhouse.

OCCUPANCY

The occupancy limits established by the Fulton County Fire Marshal's office state the maximum occupancy for the Clubhouse is 80 persons. Use of the Clubhouse must conform to these occupancy limits.

PRE-USE AND POST-USE INSPECTIONS

For all reserved uses of the Clubhouse, the renting Member or Tenant may request a pre-use inspection with a representative of the Association and all damages or defects shall be noted on an inspection form. See **Appendix C** for a copy of this form.

Following the use of the Clubhouse, a post-use inspection will be conducted by a Representative of the Association to ascertain if any new damage has been sustained as a result of the Member or Tenant's use of the Clubhouse. The judgment of the Association in this regard is final.

LIMITS ON TIMES OF USE

The Clubhouse can be reserved for use beginning at 9:00 a.m. **The Clubhouse must be cleaned and vacated by the end of the reserved use time**, which can be no later than 1:00 a.m. The permitted hours of reserved use may be changed or modified by the Association at any time. As a matter of courtesy to the community, the Clubhouse premises are to be vacated quietly. All equipment and supplies must be removed by the end of the rental period. Under no circumstances can equipment be left in the Clubhouse after the rental period. Failure to remove equipment from the Clubhouse could result in the equipment being thrown away or sold. Accessing the Clubhouse after the rental period to remove

equipment of either the Member or Tenant, or a third-party vendor or supplier, will result in the forfeiture of your security deposit.

CONDITIONS OF USE

Any eligible Member or Tenant wishing to reserve the Clubhouse for private use shall sign this non-transferable Agreement for Use of the Dupont Commons Clubhouse (hereinafter "Contract"), and such contract shall be binding on the reserving Member or Tenant. Conditions of use are detailed below:

- A. No admission fees shall be collected for use of the Clubhouse.
- B. Any activity to be attended by persons less than 18 years of age shall be chaperoned by at least one person aged 18 years of age or older for each ten (10) persons under the age of 18. As a reminder, the Member or Tenant renting the Clubhouse must be in attendance the entire time the Clubhouse is in use.
- C. All Clubhouse furniture and equipment moved or used as a direct or indirect result of use of the facility shall be returned to its proper location or storage area following use, and under no circumstances shall furniture or other equipment belonging to the Association be removed from the Clubhouse. Furniture should be lifted when moved, not pushed, to avoid damaging the floors.
- D. Absolutely no objects such as nails, tacks, tape, candles or substances that cause permanent damage shall be placed on the walls, window surfaces, or floors. Any and all decorations shall be fireproof. **Helium balloons are not to be used in the Clubhouse due to possible entanglement in the ceiling fans. Use of helium balloons will be cause for forfeiture of the entire security deposit.** Under no circumstances shall the contracted Member or Tenant make any structural or electrical alternations in the Clubhouse. All decorations must be removed from the Clubhouse by the end of the reserved time. Anything left in the Clubhouse after your event will be thrown away and a cleaning fee of \$50 will be assessed.
- E. No hazardous materials of any kind are permitted in the Clubhouse.
- F. All refuse shall be placed in the trashcans located outside the gym entrance on the parking lot side of the Clubhouse.
- G. City of Atlanta noise ordinance prohibits loud noise after 9:00 p.m. and the contracted Member or Tenant must conform to the requirements of this ordinance. Use of any sound system (including live bands, DJ's, TV's, etc.) must be limited to inside the Clubhouse during the time of the reservation. All doors and windows of the Clubhouse should remain closed while a sound system is in use.
- H. A thorough inspection of the Clubhouse shall be made by the reserving Member or Tenant at the end of the event, including inspection of the bathrooms and kitchen. All appliances and lights shall be turned off. All exterior doors shall be locked. Any issues requiring attention must be reported to the Association as soon as possible during regular business hours. Please see **Appendix C** for more details on Clean-Up Guidelines.
- I. Smoking is prohibited in the Clubhouse and on the Clubhouse porches.
- J. A member of the Association Board or an agent thereof will inspect the Clubhouse within 48-hours of the conclusion of the event.
- K. The reserving Member or Tenant is responsible for ensuring the Clubhouse security code / access card is not shared. The door code will be provided to the contracted Member or Tenant one (1) **business** day prior to the event.

USE/SALE OF ALCOHOL

Please see **Appendix B** for conditions regarding serving alcoholic beverages at the Clubhouse.

RENTAL PROCESS AND ASSOCIATED FEES

- A. Unless other conditions prevail, reserved use of the Clubhouse by Association Members or Tenants shall be subject to the contract review and approval procedures, security deposit, usage fees and other conditions detailed below.
- B. Each contract submitted to the Association for use of the Clubhouse shall be subject to review and approval by a representative of the Association. The Association reserves the right to review all requests for reserved use of the Clubhouse and may deny any request if such use is deemed to put the Association or its property at unusual risk, or if such use of the Clubhouse is deemed to be contrary to the best interests of the Association.
- C. Private, reserved use of the Clubhouse requires a security deposit of \$500.00. The fee for use of the Clubhouse is based on the factors outlined in **Appendix A**.
- D. The Clubhouse contract shall be considered to be accepted when the Member or Tenant has delivered to the Association a signed contract, a security deposit in the full amount, and the full rental fee; and has received an electronic copy of the contract confirming the reservation. Payment for the security deposit shall be in the form of a personal check, cash, certified cashier's check, or money order payable to "Dupont Commons Homeowners' Association." If a rental is initiated within one week of the event, only a credit card, cash or cashier's check will be accepted for the rental fee.
- E. Rental requests will be accepted up to 12:00 p.m. on the business day prior to the event, provided all required funds and paperwork are submitted with the request (see paragraph D above).
- F. If a function is canceled more than 72 hours prior to the event date, the rental fee and security deposit shall be reimbursed, minus a \$25 administration fee. If a reservation is cancelled with 72 hours or less notice, regardless of when the reservation was made, the rental fee will be forfeited. All refunds will be made within 30 days.
- G. Refund of a security deposit shall be made within fifteen (15) business days following the date of an event, provided the Clubhouse facilities and equipment have been inspected and approved by a member of the Association Board or agent thereof.
- H. The Association shall refund a security deposit to the Member or Tenant whose name appears as the Contract Holder on the "Contract for Use of the Dupont Commons Clubhouse." The Association reserves the right to deduct from the security deposit any amount necessary to cover the costs of cleanup not covered by the rental fee, and shall also deduct the costs of repairs or replacement of any property damaged during the use of the Clubhouse. If the security deposit does not fully cover these costs, the Association account of the reserving Member or landlord Member of a Tenant shall be billed for the difference, and any future use of the Clubhouse or other amenities owned by the Association shall be denied until these costs are paid. Any Member or Tenant reserving the Clubhouse shall be responsible for any and all damages that occur due to their use of the Clubhouse. Where warranted, an Association Board representative shall make final determinations on total fees required of the Member in the case of any dispute related to fees owed by the Member.

- I.
- J. The Member agrees to pay all reasonable costs, including attorneys' and billing fees, in the collection of any outstanding obligation owed to the Association resulting from the use or misuse of the Clubhouse.
- K. A \$35 fee shall be charged for any returned checks. Funds to cover a returned check and returned check fee must be submitted within 48 hours of notification of returned check, and must be submitted via certified or cashier's check or cash.
- L. In the event of a failure on the part of any Member to pay any amount due to the Association for a period of fifteen (15) days, the principal amount unpaid shall bear interest from the date due at an annual rate of eighteen percent (18%) per annum.

HOLD HARMLESS / LIABILITY AGREEMENT

The Association, its Directors, agents, officers, and employees assume no responsibility for the personal property of anyone using the Clubhouse during times of reserved use. The reserving Member or Tenant must remove all personal property from the premises at the conclusion of the reserved use.

The reserving Member or Tenant and all users of the Clubhouse during the private event are responsible for the adherence to the Association's legal documents, including all amendments thereto, and all specifications of the Contract.

It is understood that the reserving Member or Tenant agrees to indemnify the Association, its Directors, officers, agents, and employees, and save them harmless from and against any and all liability, damage, expense, cause of action, suits, claims or judgments arising from injury to person or property occurring in or about the premises and upon the adjoining sidewalks, streets, parking lot or ways which may arise from the Association ownership of the premises, from any action or omission of the Contract Holder, its agents, employees, invitees, or licensees, or from any cause whatsoever.

SIGN-OFF:

I have received and reviewed the Dupont Commons Agreement for Use of the Clubhouse.

Name: _____

Member's Name (for Authorized Tenant) _____

Address: _____

**Appendix A
Rental Conditions & Fees**

Your event is...	Rental	Period	Rental Fee is...
Monday – Thursday	Hourly	9am – 5pm	\$40 per hour
Monday - Thursday	Evening	6pm – 1am	\$195 flat rate
Monday - Thursday	All day	9am – 1am	\$300 flat rate
Friday – Sunday	Hourly	9am – 5pm	\$50 per hour
Friday – Sunday	Evening	6pm – 1am	\$300 flat rate
Friday - Sunday	All day	9am – 1am	\$400 flat rate

- The Clubhouse can accommodate a maximum of 80 persons.
- Rental includes the Clubhouse only. The pool and gym areas are not included in the Clubhouse Rental.

Rental timeframe must include all time needed for set up, breakdown and clean up. No additional set up or breakdown time will be permitted. Rental is for time slot specified only. Contract Holder may not access the Clubhouse prior to the specified time slot and must vacate at the end of the specified time slot. Readmission to the building is strictly forbidden. **A violation of this portion of the Agreement will result in forfeiture of your security deposit.**

Forms of Payment

Checks, credit cards or cash are accepted for the Rental Fee. However, payment for the Security Deposit shall be in the form of a personal check, certified cashier’s check, cash or money order payable to “Dupont Commons Homeowners’ Association.”

Appendix B
Alcoholic Beverages

Will alcohol be served at this event?

Yes

No

If yes, read and sign below:

1. I agree to abide by all Georgia State and local laws regarding consumption and sale of alcohol. I understand that under Georgia law, a host of any social event or business function where alcoholic beverages are served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from the host's negligence in allowing any intoxicated guest or attendee to be served alcohol. Such liability may include harm to the intoxicated individual himself and also harm to total strangers involved in automobile accidents, etc. caused by that intoxicated individual.
2. I will have my personal homeowner's / renter's insurance agent send the Association evidence of my liability insurance – listing the Dupont Commons Homeowners' Association as an additional insured regarding this event at the Clubhouse no later than five business days prior to the event.
3. No alcohol may be served to anyone who is under the age of twenty-one (21); or to anyone who appears intoxicated.
4. The sale of alcohol is strictly prohibited.
5. Service of alcohol will end at least one hour prior to the scheduled end of the reserved use.
6. A "designated driver" system should be used as the case warrants.

I fully understand and accept the rules related to the serving/consumption of alcohol in the Dupont Commons Clubhouse.

Contract Holder Signature: _____

Date: _____

Appendix C
Post-Event Inspection Checklist & Fees

	Resident confirmation	Post-event confirmation
All trash removed from clubhouse and disposed of in the receptacles provided, located next to the gym entrance.	<input type="checkbox"/>	<input type="checkbox"/>
All counters and tabletops wiped clean.	<input type="checkbox"/>	<input type="checkbox"/>
All food and beverages are removed. This includes removing food and beverages from the refrigerator.	<input type="checkbox"/>	<input type="checkbox"/>
All lights turned off.	<input type="checkbox"/>	<input type="checkbox"/>
All ceiling fans turned off April – October; turned on November - March	<input type="checkbox"/>	<input type="checkbox"/>
Fireplace turned off.	<input type="checkbox"/>	<input type="checkbox"/>
All electronics turned off.	<input type="checkbox"/>	<input type="checkbox"/>
All external doors must be locked. Note: To lock the external doors that use an electronic keypad, press the button with the Lock icon. Deadbolts are to be set on all doors <i>that do not have electronic locks. Do not set deadbolts on doors that have an electronic keypad.</i>	<input type="checkbox"/>	<input type="checkbox"/>
HVAC system set to the appropriate resting temperature: 60 degrees in the Fall/Winter and 78 degrees in the Spring/Summer.	<input type="checkbox"/>	<input type="checkbox"/>

Fees

Door unlocked	\$50 per door
Heating/Cooling system not returned to required temperature	\$50
Lights left on	\$25
Ceiling fans left on April - October	\$25
Stains on furniture/rug	\$50 per occurrence
Scratches on hardwood floor	\$100
Appliance/Electronic device left on	\$25 per occurrence
Fireplace left on	\$50
Food and/or beverages left behind	\$50
Trash not emptied	\$50
Accessing the Clubhouse after the rental period	\$500 (security deposit)
Decorations or other disposable items left inside or outside the Clubhouse	\$50
Equipment left in the Clubhouse (tables, chairs, dishes, electronics)	\$500 (security deposit)

*In the event there is damage to the Clubhouse not already noted on the form upon your arrival, you must take a photograph of the damage and immediately email the photographs to DPCHOA@gmail.com. The photographs must be clear enough to determine the extent of the damage. Failure to send photos at the beginning of your rental period will result in you potentially being held responsible for the damage.

Dupont Commons Clubhouse Rental Application

I request use of the Dupont Commons Clubhouse for a private event ("Event"). I certify that I will be present at the Event, and that I assure that all attendees' conduct will conform to the Dupont Commons Clubhouse Event Policies attached to this application and the event will comply with all conditions in the Rental Agreement. I further agree to indemnify and hold harmless the Dupont Commons Homeowners Association, including its employees, agents, and/or representatives, from any claims, causes of action, or proceedings arising from, or related to, the Event that is the subject of this application as detailed in the Clubhouse Rental Agreement.

Association Member

Name: _____

Address: _____

Signature: _____

Date: _____

Phone: _____

Email address: _____

Event Information

Event Date: _____

Rental Type:

Standard

Hourly

Rental start time: _____

Rental end time: _____

Note: The rental start time should reflect time needed for event set up. Access to the Clubhouse is not permitted prior to the specified start time. Similarly, the rental end time should reflect time needed for any clean up that is the responsibility of the Association Member.

Number of attendees: _____

Type of Event: _____

I understand this is a rental application, and not a guarantee of availability. I have read and signed a copy of the Clubhouse Policies and attached it to this application. I have included two separate checks payable to Dupont Commons HOA: one for the appropriate non-refundable rental fee, and a second for the refundable \$500.00 deposit.

Check # of Rental Fee _____

Amount of Rental Fee _____

Check # of _____

\$500.00 deposit _____

Note: Applications will not be processed if not accompanied by *both* checks.

Association Member Signature: _____ Date: _____

Approved By: _____ Date: _____