

## COMMUNITY CENTER RENTAL AGREEMENT AND RELEASE

The Legacy Park Community Center is available to Legacy Park residents for use in hosting both private parties and community events. Residents must be in good standing with HOA in order to rent the Community Center for a private party. Rental of the Community Center is limited to use of the Community Center. Use of the common areas, including the tennis courts, lawn areas, parking lots, and pool are not included in the rental agreement for the Community Center.

Homeowner's printed name: \_\_\_\_\_

Homeowner's Legacy Park Address: \_\_\_\_\_

Today's Date: \_\_\_\_\_ Date of function: \_\_\_\_\_

Time of Function: *circle time block below:*

**Sunday – Thursday:** 8:30am-11:30am / Noon-3pm / 3:30pm-6:30pm / 7pm-10pm

**Friday & Saturday:** 9am-Noon / Noon-3pm / 3pm-6pm / 6pm-Midnight

Area to rent: \_\_\_\_\_ Rental Fee: \_\_\_\_\_

Home phone: (\_\_\_\_) \_\_\_\_\_ Work phone: (\_\_\_\_) \_\_\_\_\_

Homeowner's email address: \_\_\_\_\_

I am renting the Community Center for the purpose of \_\_\_\_\_.

The number of guests that I plan to have is \_\_\_\_\_ (maximum is \_\_\_\_). The number of guests who are Legacy Park residents: \_\_\_\_\_ (for HOA statistical use only).

This agreement is between the Legacy Park Community Association, Inc. (HOA) and the undersigned Legacy Park homeowner (Homeowner). Reservations for use of the Legacy Park Community Center are made on a first-come, first-served basis up to ***ninety (90) days in advance*** of the date of planned use. In order to guarantee a reservation, the full rental fee, the \$200.00 security deposit, and the Community Center Rental Agreement and Release must be remitted to the Legacy Park Management Office. The check is to be made out to the Legacy Park Community Association, Inc. ***and will be deposited at the time the HOA receives the check.***

The HOA reserves the right to cancel a reservation at any time. Such cancellations might occur, for example, if the Community Center suffers damage or system failure that cannot be repaired in time for the scheduled use, the HOA has a compelling need to use the Community Center for an official purpose or in the event of catastrophe or an act of God. In the event of such cancellation by the HOA, the rental fee will be returned to the Homeowner and the Homeowner will not hold Legacy Park Community Association, Inc. liable for cancellation of reservation. Advance notification will be given to Homeowner.

All reservations will be posted on the Community Center calendar as soon as the deposit, rental fee and signed Agreement and Release are received. No one will be allowed to enter the Clubhouse prior to their rental time, please allow for all set up and clean up in your rental time block.

Security Deposit \$ \_\_\_\_\_ Rental Fee \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

Name of payee, if different from Renter: \_\_\_\_\_

*Revised May 11, 2010*

The undersigned Homeowner has read and agrees to be bound by the Legacy Park Community Center Rules and Rental Guidelines included with this document and to have the premises cleaned within the rental period as described in the Community Center Clean-up Procedures which are also included with this document.

The security deposit is refundable provided the areas are returned to their pre-rental condition. An inspection walk-through is required with the designated HOA representative before and after the scheduled event and any discrepancies should be noted on the back of this form. The Renter must be able to attend the Pre and Post inspections. The security deposit is to be refunded within 10 business days after the event, providing the Association Member or tenant and the designated HOA representative has completed the checklist and no damage or loss has occurred and there have been no infractions of the Community Center rules.

**HOA Disclosure:** *Please be advised that Legacy Park is an active community and other community events may occur during or in close proximity to the time of your scheduled event. Events being held at the main pool, tennis courts or amphitheater may limit the available parking in the community parking lot. If the community parking lot is full, parking on the circle is allowed. However any cars illegally parked will be subject to fines and towing.*

*Outdoor events at the main pool or amphitheater may also involve live or recorded music that will be audible inside the clubhouse during your event.*

*If you have not reserved the entire clubhouse there may be other groups utilizing the clubhouse during your event.*

Renter's Signature \_\_\_\_\_ Date \_\_\_\_\_

Homeowner's Signature \_\_\_\_\_ Date \_\_\_\_\_

HOA Representative's Signature \_\_\_\_\_ Date \_\_\_\_\_

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**Rental Fees**

The Community Center is reserved in 3 hour blocks, with the exception of Friday and Saturday nights, the options for renting it are as follows (see attached layout on page 5):

- (1) Total exclusive rights to the Clubhouse level \$130.00;
- (2) The warming kitchen with Banquet Hall is \$80.00 (1/2 of the clubhouse);
- (3) The warming kitchen with access to the adjacent front room \$55.00 (1/4 of the clubhouse);
- (4) The sitting area including the sofa, chairs and television is \$55.00 (1/2 of the clubhouse); or
- (5) The room with no access to Kitchen is \$30.00 (1/4 of clubhouse)

**Friday and Saturday Evenings** – On Friday and Saturday evenings, the Community Center can only be reserved from 6:00 pm – midnight for a total rental fee of \$255.00

**Special Holiday Rentals** – On the following “special holidays”, the Community Center will be rented for one time block from 8:30 am – Midnight which will include exclusive use of the Clubhouse level. The fee is \$705.00 plus the security deposit of \$200.00; only official HOA functions will be excluded from this fee.

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|------------------|------------------|
| New Years Eve    | Labor Day        |
| New Years Day    | Halloween        |
| Easter           | Thanksgiving Day |
| Memorial Day     | Christmas Eve    |
| Independence Day | Christmas Day    |

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

**THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ (the “Effective Date”), by and among Legacy Park Community Association Inc. (hereinafter referred to as “Association”) and \_\_\_\_\_ (“Renter (s)”).

**WITNESSTH:**

**WHEREAS**, Association is a Georgia non-profit corporation which manages the common areas of the association; and

**WHEREAS**, Renter(s) has agreed to rent the clubhouse from the Association which is set forth in the attached Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter stated and the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. INDEMNIFICATION AND HOLD HARMLESS**

Renter agrees to indemnify and hold harmless the Association, its officers, directors, employees, members and other representatives for any and all liability loss, cause of action, claim or demand, including but not limited to, attorney’s fees, which Association may incur as the result of claims or lawsuits arising out of or in connection with any negligent act or omission on the part of Renter (s) or its guests, its agents, officers, employees, sub-contractors and other representatives for or related to the rental of the clubhouse by the Renter under the attached Agreement. Association reserves the right to jointly defend, with Renter(s), any claims, demand or suits which arise out of, or are connected with, the renting of the clubhouse d by Renter(s) under the attached Agreement at the sole discretion of Association. Renter, upon written demand by Association, shall assume and defend at Renter(s)’ sole cost and expense, any and all such suits or defense of claims.

**2. SEVERABILITY**

This Agreement shall be governed by the laws of the State of Georgia, and the invalidity of any one or more of the words, phrases, sentences, clauses, sections, subdivisions or subparagraphs contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part thereof, all of which are inserted conditionally on their being valid in law, and in the event one or more of the words, phrases, sentences, clauses, sections, subdivisions or subparagraphs contained herein shall be invalid, this instrument shall be construed as if such invalid portion had not been inserted, and if such invalidity shall be caused by the length of any period of time or the size of any area set forth in any part hereof, such period of time or such area, or both, shall be considered to be reduced to a period or area which would cure such invalidity.

**3. WAIVER**

Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof, shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of any right or power hereunder, at any one time or more times, be deemed a waiver or relinquishment of such right or power at any other time or times.

**4. ENTIRE AGREEMENT**

This Agreement, embodies the entire agreement of the parties hereto relating to the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding upon any party unless made in writing and duly signed.

**5. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**6. NO ASSIGNMENT**

The rights and obligations of Association and Renter(s) under this Agreement shall not be subject to assignment or alienation.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement under seal as of the day and year first above written.

**LEGACY COMMUNITY ASSOCIATION, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Renter(s)

By: \_\_\_\_\_

Homeowner(s) *(if different)*

By: \_\_\_\_\_

# (1) Exclusive use of Clubhouse \$130.00

## (2) Kitchen with Banquet Hall

**\$80.00**

# Kitchen

## (3) Room with Kitchen Access

**\$55.00**

## (5) Room with no Kitchen Access

**\$30.00**

## (4) Sitting area with no kitchen access

**\$55.00**

# Bathrooms

