



LEGACY PARK COMMUNITY CENTER RULES AND RENTAL GUIDELINES

Legacy Park Community Association, Inc.

4201 Legacy Park Circle, Kennesaw, Georgia 30144

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Revised September 22, 2011

GENERAL COMMUNITY CENTER RULES

- Any use of the Community Center requires a written request approved by the HOA.
- The Community Center is not available for rental to any homeowner if the homeowner's assessments and other sums due the Association by the homeowner are not current.
- All posted rules in the Community Center must be followed.
- Official HOA functions take precedence over Community Center rentals.
- Each Official Legacy Park Group in good standing may have use of the Community Center one time per month with no rental fee, with the exclusion of "Special Holiday" rental dates listed in paragraph 1.b. In the case where an Official group reserves the clubhouse for an event at which food and drinks are served, the \$200 security deposit must be paid from an individual's account that will be responsible for the event. All rules and regulations apply regarding the refund of this security deposit.
- Each subdivision in Legacy Park may have use of the Community Center one time per year for a subdivision-wide party, with the exclusion of "Special Holiday" rental dates listed in paragraph 1.b. The Community Center may be reserved by the subdivision's Representative. The Community Center is provided at no rental cost, but must have a security deposit to hold the reservations. The HOA will not provide funding for these events.
- All HOA Committees, Groups and Subdivisions are responsible for clean up and any damages to the clubhouse and are subject to the rules regarding the refund of the security deposit if one is made.
- No smoking is permitted within the Community Center or on the deck at any time.
- No animals other than guide dogs are allowed in the Community Center or on the deck.
- Weapons, firearms and/or illegal drugs are strictly forbidden in and around the Community Center.

HOURS OF OPERATION

Community Center

Sunday – Thursday	8:30 a.m. - 10:00 p.m.
Friday & Saturday	9:00 a.m.- Midnight

Exercise Room

Sunday – Saturday	5:30 a.m. – 10:00 p.m. card access only
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The exercise equipment may not be used by children under the age of 16. Everyone using the equipment must sign a liability release, and if applicable, for their children under age of 18. Access Cards are available for a fee from the HOA.

The Legacy Park Board of Directors reserves the right to change fees, terms and conditions on the Legacy Park Community Center Rules and Rental Guidelines.

COMMUNITY CENTER RULES AND PROCEDURES

1. Rental Procedures.

- a. Each homeowner renting the Community Center will sign a rental agreement and release prior to renting the Community Center, along with payment of the rental fee and security deposit. If a tenant leases the Community Center, the homeowner and the tenant must both sign the required rental agreement and release. Cancellation of reservations must be made at least **2 weeks in advance**. Failure to do so will result in forfeiture of the rental fee.
- b. 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 14):
 - (1) Total exclusive rights to the Clubhouse level \$150.00;
 - (2) The warming kitchen with Banquet Hall is \$100.00 (1/2 of the clubhouse).

In addition to the rental fee, a \$50.00 per ½ hour fee may be assessed to the renting homeowner if the Community Center is not vacated by the end of the time block.

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 \$300.00

Special Holiday Rentals – On the following “special holidays”, the Community Center will be available in two blocks: noon – 6 pm, and 6 pm – midnight, at a rate of \$400.00 per block plus the \$200.00 security deposit. This fee will include exclusive use of the Clubhouse level. Only official HOA functions will be exempt from this fee.

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

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.*** 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.

Signage for the event may only be Legacy Park “Clubhouse Event” directional signs, which are available from the HOA. They must be returned in good condition for refund of the security deposit. Balloons may be tied to the signs, but must be removed upon return. Any unauthorized sign violates Legacy Park covenants and will result in forfeiture of deposit.

- c. 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.

- d. The homeowner renting the Community Center will be responsible for cleaning the Community Center and any other area used, including all equipment and furniture, within your time frame block as per the attached clean-up and usage checklist. In addition to the rental fee, a fee may be assessed to the renting homeowner if the Community Center is not left in a clean condition. The designated HOA representative will provide an inspection of the Community Center to determine if it has been left in good condition. If so, the \$200.00 security deposit will be refunded. The homeowner will be held accountable for any cleanup charges or damages incurred as a result of any function. The homeowner's liability for damage will not be restricted to the amount of deposit. Renting homeowner's clean-up time is to be included in the timeframe rented. In the event there are damages or clean-up costs, a report will be submitted to the Board of Directors to be reviewed at the next scheduled Board of Directors meeting. A letter will be sent to the homeowner confirming that the security deposit is being held until the next Board of Directors meeting. The letter will include the date of the meeting and an invitation to address the Board at the meeting to provide an explanation as to why deductions should not be taken from the Security Deposit. After the meeting, a letter will be sent documenting the Board's decision, any deductions that were taken and a check for the remaining security deposit, if any.
- e. The homeowner will be responsible for the repair or replacement of any damage done to the Community Center, or its furniture, equipment, or window coverings. The security deposit will be applied towards any damage, but if the amount exceeds the deposit amount, the homeowner will be responsible for any additional cost. Tampering with any security features, such as cameras or locks, is not allowed and will be considered a major infraction and may result with the loss of the right of use of the Community Center.
- f. In addition to the rental fee, a \$50.00 per ½ hour fee may be assessed to the renting homeowner if the Community Center is not vacated by the end of the time block.
- g. The Community Center is not available for rental to any homeowner or tenant if the homeowner's assessments and other sums due the Association by the homeowner are not current.

2. **Homeowner as host.** The homeowner or tenant must be present at all times at the function for which the Community Center is rented and must be the primary host of the event. Homeowners or tenants may not reserve the area on behalf of a third party.

3. **Commercial Use.** Renter may not charge fees to attendees of your event without prior written approval by the Board of Directors. The clubhouse can only be used for social and approved charity events. Any other related business events, except for Association purposes, are strictly prohibited. *Please refer to paragraph 19 regarding misrepresentation of your event. The clubhouse can only be used for non-profit purposes.*

4. **Minors.** For safety and supervision, all parties for persons under 18 years of age must be chaperoned at all times, with no less than one (1) adult per seven (7) minors. A minimum of one of these chaperones must be a homeowner or tenant.

5. **Alcoholic beverages.** Alcoholic beverages may not be served to persons under the age of 21 or intoxicated persons at the Common Area. 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. Alcohol cannot be sold at any events without obtaining the appropriate permits.

6. **Smoking**. No smoking is permitted within the Community Center or on the deck at any time. Cigarette or cigar butts around the immediate Community Center area are considered part of the cleanup task.

7. **Pool**. No wet swimwear is allowed in the Community Center.

8. **Animals**. No animals other than guide dogs are allowed in the Community Center or on the deck.

9. **Maximum Occupancy**. A maximum of 145 standing people or 75 sitting people will be allowed in the Community Center for private functions.

10. **Sound**. Any sound, music, and/or any other noise, should be kept at a level that will not disturb homes in the surrounding area. The Renter of the Community Center will be responsible for seeing that there are no loud noises from the guests either coming to or leaving the function at the Community Center. State, County and City Codes must be adhered to with regard to music. If a noise disturbance, which results in two (2) Police warnings, occurs, the users will forfeit the security deposit.

11. **Assumption of risk**. The homeowner will assume full responsibility for any and all accidents or claims that may arise as a result of any accident or for any other reason in connection with the function or rental of the Community Center by the homeowner and said homeowner shall agree to the “hold harmless and indemnity” provisions contained in the Rental Agreement to which these rules are attached. The Association is not responsible for any loss or theft of personal belongings.

12. **City codes**. All applicable city, county, state and fire codes apply.

13. **Violation**. Violations of these rules will be determined by the Board in their sole discretion. Violations will subject the homeowner to any corrective or enforcement action authorized by the Association’s governing documents or by law and penalties may include without limitation the loss of use rights for the Community Center for one year.

14. **Decorations**. Tacks or adhesive which would peel the paint or sheetrock will not be used. Tape must be removed from all windows. If Clubhouse Décor is moved, it must be returned to its original location.

15. **Hours**. All functions must end by 10:00 p.m. on weeknights and by midnight on Friday or Saturday nights.

16. **Parking**. Homeowner agrees to restrict event parking to designated areas only. No parking is allowed on the grass or landscaped areas. In the event this rule is violated, the homeowner agrees to pay a fine of \$100 or actual repair costs, whichever is greater, and will be posted to their homeowner account. All vehicles must be properly parked in lots provided. Improperly parked vehicles may be towed at the owner’s expense. The parking lot may not be used as part of the event other than for guest parking.

17. **Notification**. Homeowner agrees to notify the designated HOA representative of any problems encountered and any damage to the Community Center and/or grounds caused during the event.

18. **Appeals**. Homeowner agrees by signing this agreement that the homeowner has been legally notified that the above fees, fines, and charges will be assessed under the conditions specified. Homeowner may request a hearing before the Board within thirty days of the posting of any fee, fine, or charge to Homeowner’s account as a result of this rental. Any denial of a user application or the imposition of a condition or restriction not enumerated in these Rules by the HOA may be appealed by the applicant to the Board of Directors or their designee within ten (10) days of the denial or imposition of the conditions or restrictions. The appeal must be

made in writing to the Legacy Park Property Management Office. The Board of Directors or their designee may affirm, reverse, or modify the decision of the HOA representative.

19. **Misrepresentation.** Homeowner understands that misrepresentation of the purpose of use and/or the charging of fees constitutes fraud, and agrees that it would be difficult to calculate actual damages. Therefore, homeowner agrees to pay the Association liquidated damages of \$1,000 in the event the actual purpose of use does not correspond to the purpose stated above and may forfeit the ability to rent the Community Center in the future.

20. **Supplies.** Legacy Park will provide vacuum cleaner, mop and bucket, and cleaning supplies to be used during clean up.

21. **Termination.** The HOA Board of Directors or its designee reserves the right to terminate a function in progress for the violation by the user of any term(s) of the signed user agreement. In the event the HOA terminates a function in progress, the user shall not be entitled to a refund of any portion of the user fee and/or the security deposit. Any persons asked to leave by the Association who do not immediately do so, will be considered as trespassing.

22. **Emergencies.** In the event of emergency, the Renter shall contact 911 and the HOA designee.

23. **Checks.** When paying rental fee and/or security deposit with a check, the homeowner does so in good faith. A returned check charge of \$50.00 will be billed to the homeowner if the check is not honored for any reason. Payment of this amount and the returned check amount must be submitted to the HOA within three (3) days.

24. **Surveillance.** Surveillance devices may be used on the premises. The purpose of such surveillance devices is for the safety and security of residents, guests, and the property of Legacy Park. The homeowner understands and agrees that the video from the surveillance devices may be used as evidence for prosecution or damage assessment if necessary.

25. **Grill Usage.** Grills may be used, but must be placed in the grassy area near the tennis court. Smoke from the grill will set off the fire alarm, requiring the building to be vacated and emergency personnel to be deployed. If the grill causes the alarm to be activated due to improper placement, the security deposit will be forfeited.

DEFINITIONS

- **Adult** – person who has reached the age of legal majority, eighteen (18) years of age or older who can act without the consent of a parent or guardian.
- **Arrears** – a loan, rental or lease agreement for which payments have not been made according to the schedule called for in the legal contract.
- **Assessment** – the charge or tax levied against property by the Homeowners Association.
- **Breach of contract** – failure to abide by the terms of the contract.
- **Chaperone** – an adult who accompanies or supervises one or more young, unmarried men or women, boys or girls, during social occasions, usually with the specific intent of preventing inappropriate interactions or illegal behavior.
- **Damages** – injury that makes something less useful, valuable or able to function.
- **Grace Period** – time period between the due date and the date when a late payment can be assessed.
- **Homeowner** – person who owns or holds a mortgage on a home, as opposed to leasing or renting, in Legacy Park subdivision.
- **Illegal Drugs** – drugs contravening a specific law.
- **Lien** – the claim one party has on the property of another as the result of a legal judgment or as security for a debt.
- **Liquidated damages** – a clause contained within a contract specifying payment in the event of default on a contract.
- **Minor** – any person under the age of eighteen years of age.
- **Personal Property** – property that is not designated as real property or real estate.
- **Tenant** – anyone who has entered into a HOA recognized legal agreement with a homeowner for use of their residence.

COMMUNITY CENTER CLEAN-UP & USAGE CHECKLIST

	Pre-Rental		Post- Rental		Comments
	Notations	Acceptable	Not Acceptable	Removed	
Exterior					
Signage					
Decorations					
Kitchen					
Windows					
Floor					
Walls					
Lights					
Pantry & Supplies					
Warming Drawer					
Refrigerator					
Garbage Disposal					
Sink					
Counters & Cabinets					
Base board & trim					
Ice Maker					
Decorations					
Trash					
Clubhouse					
Windows					
Chairs					
Tables					
Vacuum Cleaner					
Floor					
Walls					
Lights					
Base board & trim					
Clubhouse Décor					
Bar					
Decorations					
Trash					
Restrooms					
Toilets & sinks					
Floor					
Walls					
Lights					
Base board & trim					
Trash					

Additional Comments:

I understand that any damage, unreturned equipment, unclean areas, or additional time may result in forfeiture of my deposit and/or charged additional fees.

Pre Inspection Sign-off

Renter's Printed Name _____

Renter's Signature _____ Date _____

Staff's Printed Name _____

Staff's Signature _____ Date _____

Post Inspection Sign-off

Renter's Printed Name _____

Renter's Signature _____ Date _____

Staff's Printed Name _____

Staff's Signature _____ Date _____

Security Deposit Refund: _____ **yes** _____ **no**

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: _____

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 _____

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):

- (1) Total exclusive rights to the Clubhouse level \$150.00;
- (2) The warming kitchen with Banquet Hall is \$100.00 (1/2 of the clubhouse).

*******Signage for the event may only be Legacy Park “Clubhouse Event” directional signs, which are available from the HOA. They must be returned in good condition for refund of the security deposit. Balloons may be tied to the signs, but must be removed upon return. Any unauthorized sign violates Legacy Park covenants and will result in forfeiture of deposit. *******

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 \$300.00

Special Holiday Rentals – On the following “special holidays,” the Community Center will be available in two blocks: noon – 6 pm, and 6 pm – midnight, at a rate of \$400.00 per block plus the \$200.00 security deposit. This fee will include exclusive use of the Clubhouse level. Only official HOA functions will be exempt from this fee.

- | | |
|------------------|------------------|
| 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: _____

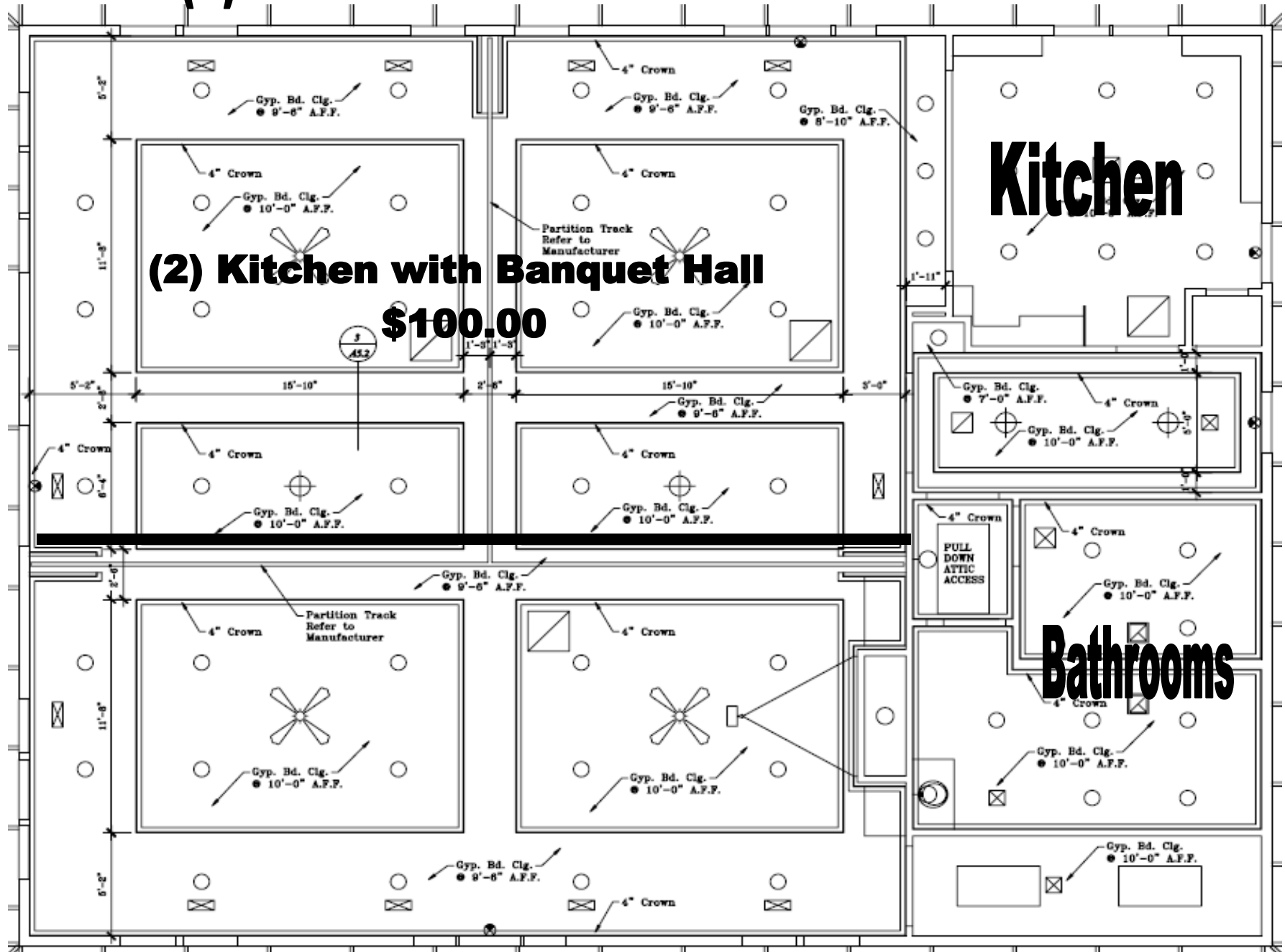
Renter(s)

By: _____

Homeowner(s) *(if different)*

By: _____

(1) Exclusive use of Clubhouse \$150.00



(2) Kitchen with Banquet Hall \$100.00