

CLUBHOUSE RENTAL AGREEMENT

I hereby agree to abide by the Rental Agreement ("Agreement") in my possession and have read and acknowledge the following Rules and Regulations for The Overlook at Marietta Country Club Clubhouse ("Clubhouse"). I take full responsibility for any oversight of my guests at this event. Furthermore, I waive all liability from the Overlook at Marietta Country Club Homeowners Association, Inc. ("Association") and its members and agree to indemnify and hold each harmless in event of any loss.

Homeowner Name			
Address			
Home Phone			
Email			
Emergency Contact Name			
EVENT DETAILS			
Event Date	Start Time	End Time	
Event Description			
Number of Attendees			

RULES AND REGULATIONS

In consideration for the Association allowing me the exclusive use of the <u>downstairs portion</u> of the Clubhouse, equipment and furnishings therein. I, undersigned member of the Association, agree as follows:

- 1. Reservations, payment and signed rental agreement are required to use the Clubhouse. Please Check Availability on the community website (www.oamcc.org) under Residents > Amenities > Clubhouse. Or you may login to the community portal and view the Community Calendar.
- 2. The Clubhouse is available to all homeowners of the Association. A homeowner may make reservations only if in good standing, meaning his/her account balance is current on all fees due to the Association, including but not limited to assessments, fines and liens or other encumbrances that have been levied on the homeowner or property within The Overlook at Marietta Country Club ("OAMCC").
- 3. I agree to rent the <u>downstairs portion</u> of the Clubhouse on the date and time stated above and pursuant to the following terms and conditions:
 - a. The party or other function can be held for up to five (5) hours between the stated start and end times list above. I understand that continued use of the Clubhouse after the hours for which it has been reserved will constitute a breach of this Agreement and will result in forfeiture of my deposit.
 - b. I understand that I am being granted the exclusive use of the Clubhouse for the time period described above subject to the right herein reserved by the Association to enter the Clubhouse and terminate my use thereof should the conduct of any person using the facility endanger the health, safety or well-being of any person or constitute a threat to any property.

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Continued

- c. I understand that I am being afforded the exclusive use of the Clubhouse only and, that, if the pool area is open and used during the function, the use of the pool by persons attending my functions non-exclusive and such persons will not interfere with use of the pool and pool area by persons not attending my function. This reservation is for the Clubhouse only and does not include the pool area.
- d. I will make a non-refundable rental fee payment of \$140 to the Association and a refundable deposit in the amount of \$250 upon submission of this Application and Agreement. I understand and agree that this deposit will be used to pay for cleaning costs as well as any and all damages resulting to the Clubhouse, its contents or any other portion of the Association property from any actions of persons present at, attending or any other way related to my function. I understand that any charges made against my deposit will be explained. If cost of repairs exceeds the amount of my deposit, I agree to pay the Association the full costs of all repairs within ten (10) days of receipt of a written explanation of the damages and a bill from the Association for such repairs. I agree that all deposits, fees, and expenses incurred by the Association as a result of the use of the Clubhouse under this Agreement shall be considered an assessment and constitute a lien against my property and shall be fully collectible as provided for in the Association's Covenants and Bylaws.
- e. Neither my guests nor I will swim unless I have paid the fees for a pool reservation and extra lifeguards. I accept the \$1,000 fine imposed to my account if my guests or I swim during the party.

PAYMENT MUST BE INCLUDED WITH THE SIGNED RENTAL AGREEMENT	
□ \$140 check for the rental fee □ \$250 check for a refundable damage/clean-up deposit	
Please prepare two checks, make payable to "Overlook at Marietta Country Club HC "Clubhouse Rental" in the memo area of your checks.	A," and kindly write
MAIL COMPLETED AGREEMENT AND PAYMENT TO	
Send signed agreement and payment to Georgia Community Management, Inc., c/o Association Manager, PO Box 2750, Loganville, GA 3005. A confirmation will be em checks are received.	
QUESTIONS?	
Please reach out to Kelli Jones, Community Association Manager, at (770) 554-1236 for inquiries and access instructions.	or <u>kjones@gcmmgt.com</u>
I understand that, by signing this document, I hereby acknowledge that I have read t RENTAL AGREEMENT and its rules and regulations carefully before signing.	the above CLUBHOUSE
Homeowner Signature Date	