

TIMBERBROOK COMMUNITY ASSOCIATION, INC.

CLUBHOUSE RESERVATION AND USE AGREEMENT

In consideration for the Timberbrook Community Association, Inc., ("Association") allowing me the exclusive use of the Timberbrook Clubhouse and equipment and furnishings therein (hereinafter "Clubhouse") on _____, _____. I, the undersigned, am a member of the Association and agree as follows:

1. I am reserving the Clubhouse for the purpose of _____ (the "Function") which will be attended by not more than forty (40) people. I hereby acknowledge that this Clubhouse Reservation and Use Agreement shall only be for the use of the Clubhouse area and shall not include use of the pool or pool area or fitness center.
2. The Function will be held between the hours of _____ and _____ on _____. I understand that continued use of the Clubhouse after the hours for which it has been reserved will constitute a breach of this Agreement.
3. I will submit payment in the amount of two hundred fifty dollars (\$250.00), Clubhouse Rental Fee and one hundred dollars (\$100.00) for cleaning fee. Payment is due and payable upon submission of this Agreement.
4. I further understand any damages resulting in the rental of the Clubhouse, its contents, or any other portion of the Association property from my actions or any actions of persons present at, attending, or in any other way related to the Function will be charged to my account as a specific assessment. The designated agent of the Association (the "Clubhouse Manager") shall inspect the premises within forty-eight (48) hours after the keys are returned to him or her. I agree to pay the Association the full cost 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 fees, cleaning and repair charges and any and all other 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 Declaration and By-Laws..
5. I assume all responsibility, risks, liabilities, and hazards incidental to the activities applied for (including, but not limited to the serving of alcoholic beverages), and hereby release and forever discharge the Association, its officers, directors, employees, agents, and members, present, past, and future, from any and all claims, costs, causes of action, and liability for personal injury or death and damage to or destruction of property arising from my use of the Clubhouse and its appurtenances. If alcoholic beverages will be served at or brought to the

activity, then I understand and agree that I am responsible for ensuring that any consumption or serving of alcohol at the activity is done strictly in accordance with Georgia law.

7. I agree to indemnify and hold harmless the Association, its officers, directors, employees, agents, and members, present, past, and future, from any and all charges, claims, costs, causes of action, damages and liabilities (including but not limited to attorney's fees) for any and all injuries, to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees, any member of the Association or any other person which arise from or are in any way related to the above function, activity, rental, or use of the Clubhouse.
8. I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to the Function and agree to be personally responsible for causing all such persons to comply with the Association's Declaration, By-Laws, and Rules and Regulations. I acknowledge that violation of any provision of the Association's Declaration, By-Laws, or Rules and Regulations by any person present at, attending, or in any other way related to the Function, may, in the sole discretion of the Association's Board of Directors, result in cancellation of my event.
9. I understand that I am being granted the exclusive use of the Clubhouse only 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.
10. I understand that the pavilion may be used for overflow as needed, however all residents and members of the association will have equal access to the Pavilion.
11. The Clubhouse may not be rented on Summer Holiday weekends: Memorial Day, 4th of July and Labor day.
12. The renting party must be member of the Association, at least twenty-one (21) years of age, have no unpaid fees due to the Association, and will be in attendance at the Function at all times during the Function. I hereby agree and represent that the Clubhouse will be used for lawful purposes only and that if any conduct at the Function I am sponsoring violates federal, state or local laws or ordinances, my rights to use the Clubhouse under this Agreement shall terminate and the Association shall have the right to take possession of the Clubhouse and instruct my guests to leave the property.
13. I agree to return the Clubhouse keys to the Clubhouse Manager the same day after my Function is over. I understand that no glass bottles or containers are permitted in the Clubhouse or pool area. I understand that I am required to provide vinyl or plastic tablecloths for all tables and use them during the entire event. **(Renter must initial by number)**
14. Association shall provide a clean and orderly facility for the function and shall ensure that there is toilet paper, hand soap, paper towels and large trash bags present in the Clubhouse.
15. I understand that my reservation of the Clubhouse on the aforementioned date will not be confirmed, nor will this Agreement be binding until such time as this Agreement has been executed by the Association.

14. I agree to be bound by the Clubhouse Rules (“Rules”) and to clean the facilities after use as required by the Rules. I acknowledge that I have received a copy of the Rules attached hereto and incorporated herein. Specifically, I agree to do the following before vacating the Clubhouse after the Function:
- a) Remove all trash (including refrigerator items)
 - b) Return thermostat to pre-event setting
 - c) Turn off all lights
 - d) Return all furniture to its pre-event position
 - e) Lock all doors and windows opened during the event
15. I have carefully read and understand this Reservation and Use Agreement and agree to be bound by its terms.

Signature

(Name, Please Print)

(Address)

(Contact Phone #)

**Please make checks payable to:
Timberbrook Community Association, Inc.**

**Email Request to:
Contact Person: HomeLink Property
Management
678-423.0555
homelinkpm@gmail.com**

Clubhouse Rules

For the Clubhouse to remain an enjoyable place for Timberbrook Community residents to gather, please use the following checklist for your scheduled event.

Pre-event:

- Please do not use tape, tacks or nails to hang your decorations.
- All food and beverage items should be set-up in the kitchen
- No glass bottles or containers are permitted in the Clubhouse or pool area
- Vinyl or Plastic tablecloths are required on all tables during the entire event
- There is no parking in front of the Clubhouse unless loading/unloading for the event.
Guests should use parking spaces within the parking lot with consideration to community members using the pickle ball courts and fitness center.

Post-event:

- Return all furniture to its pre-event position
- Do not leave any food or refrigerated items behind
- Remove all the trash including the restrooms and kitchen and dispose of it by taking it with you to your trashcans
- Turn off all the lights and TVs in the Clubhouse
- Be sure the Clubhouse is returned to a pleasant condition for the next event
- Please sign checklist and return it with the clubhouse key to the Association's Manager or a Board member the day of the event.