

Farmington Clubhouse Rules & Regulations – 2009

RESIDENTS

\$45.00 ½ day rental
\$65.00 All day
\$100.00 Deposit

NON-RESIDENTS

\$65.00 ½ day rental
\$95.00 All day
\$150.00 Deposit

Clubhouse Chairperson and Scheduling Contact: Tricia Applewhite 706-863-8869

Submit reservation request by placing the following in an envelope addressed to Clubhouse Chair and dropping it in the mailbox at the end of the clubhouse driveway: signed clubhouse contract, signed copy of rules and regulations, and 1 check for rental and 1 check for deposit. Checks made payable to: Farmington Homeowners Association

I. GENERAL RULES

- A. Use of the clubhouse for private parties is open to all members, in good standing of the Farmington or Pinebrook HOA.
- B. Residents may not reserve the clubhouse if their homeowner's dues are not paid.
- C. Party hours 10am-4pm & 5pm-11:00pm. All parties shall end at 11:00. Renters may remain after 11:00pm for clean up ONLY.
- D. The clubhouse must be returned to its original condition prior to 8am the day following the rental. For rentals that occur during the hours of 10am-4pm, the clubhouse must be returned to its original condition by 5pm on the same day.
- E. SMOKING & WET BATHING SUITS are prohibited inside the clubhouse.
- F. NO ALCOHOLIC BEVERAGES ARE PERMITTED OUTSIDE THE CLUBHOUSE.
- G. Adult supervision is required for all parties with any guest under the age of 21 yrs. One adult is required for every 12 guests under 21 years.
- H. Maximum capacity is 50 people.
- I. Noise is to be kept to a minimum. No stereos etc. are allowed outside the clubhouse.
- J. Clubhouse and pool rentals are separate.
The clubhouse CANNOT be rented for a pool party.
- K. Renters not a resident of Farmington or Pinebrook must have a sponsor from the neighborhood. The sponsor will handle all inquiries. The sponsor is required to make the deposit and will be held responsible for any damages. The deposit will be returned to the sponsor if the clubhouse is returned in its original condition.
- L. Cancellations less than 24 hours before the reservation of the clubhouse will result in forfeiture of 50% of the deposit.
- M. It is the responsibility of the party sponsor & renter's to abide by all STATE & FEDERAL LAWS. Any violation observed will result in the eviction of all party members & will be promptly reported to the appropriate law enforcement authority.
- N. Key must be returned within 24 hours of scheduled rental.
Lost keys will result in forfeiture of deposit.
- O. The President of the HOA or the Executive Committee must approve long-term rentals and such rentals may be cancelled with a 15-day notice in writing.
- P. Any member of the Farmington Pinebrook EXECUTIVE COMMITTEE is authorized to evict anyone violating or failing to comply with the regulations stated herein.

II. CLUBHOUSE RENTAL CARE

- A. Both locks on all doors are to be locked when you are away from the clubhouse on rental day & all locks are to be locked after final cleaning.
- B. The clubhouse committee is not responsible for any portion of the cleanup.
- C. WALLS, MOULDING, AND CEILING - NOTHING IS TO BE HUNG ON ANY PAINTED SURFACE OF THE CLUBHOUSE USING TAPE, NAILS, ETC.
This includes streamers, banners, posters, etc. Any marks or damage to walls caused by renter's party will result in forfeiture of the renter's deposit.
- D. CARPET AND FURNITURE. The entire clubhouse must be vacuumed. Check chairs for crumbs etc. Any food or drink that is spilled in the clubhouse must be thoroughly cleaned. Excess spills or candle wax on carpet will result in the forfeiture of the renters deposit & the renter will pay excess cost of having carpets cleaned.
- E. TRASH All trash must be removed & fresh liners placed in the waste cans. All trash shall be picked up inside & outside the clubhouse area!
- F. KITCHEN: All food must be removed from the refrigerator & cabinets. Clean all appliances, cabinet doors, counters & sink. SWEEP & WET MOP THE FLOOR.
- G. RESTROOMS: Each bathroom must be thoroughly cleaned, toilets, sinks, mirrors etc. Sweep and WET MOP the floors.
- H. WINDOWS: Windows, especially the glass doors must be cleaned.
- I. Deck & front porch are to be swept. Any cigarette butts shall be removed from containers (if provided) & out of grassy areas.
- J. DEPOSIT: The deposit will be shredded if the clubhouse & outside areas are returned in their original condition.

FAILURE TO COMPLY WITH ANY OF THE ABOVE STATED RULES WILL RESULT IN THE FORFEITURE OF THE RENTERS DEPOSIT & THE RENTER MAY BE BANNED FROM FUTURE RENTALS OF THE CLUBHOUSE OR POOL.

Any damage to clubhouse, furniture, appliances, pool or pool furnishings, or any action by the renter which would render the clubhouse or pool in a state other than the condition prior to the rental, will result in the forfeiture of the renters deposit and further civil action brought against the renter under the laws of the STATE OF GEORGIA.

As a condition of rental for the Farmington clubhouse, each renter agrees that the Farmington Homeowners Association is absolved of all liability resulting from any action, or inaction that occurs during the term of the rental.

EACH RENTER AND SPONSOR SHALL SIGN THIS AGREEMENT STATING THAT THEY HAVE READ AND AGREE TO COMPLY WITH ALL OF THE RULES & REGULATIONS OF THE FARMINGTON CLUBHOUSE STATED HEREIN.

_____ Renter _____ Date

_____ Sponsor _____ Date

NOTE: Cleaning supplies & all necessary cleaning equipment will be furnished. All other items (example: cooking & serving supplies) are the renter's responsibilities.

LICENSE AND INDEMNITY AGREEMENT FOR THE FARMINGTON CLUBHOUSE

This License and Indemnity Agreement ("Agreement") is made and entered into as of this _____ day of _____, _____, by and between Farmington Estates Property Owners Association, Inc., a Georgia non-profit corporation ("Lessor") and _____, ("Lessee") whose address is _____ & Phone # _____.

RECITALS

Lessor is the owner of certain recreational facilities which Lessee desires to use. The parties desire to enter into this Agreement in order to establish the charge to be paid by Lessee to Lessor for the use of the facilities of the Lessor and to set forth their agreement regarding such usage.

AGREEMENT

For and in consideration of the premises set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Lessee is hereby granted a license for the use of the recreational facilities of the Lessor for the date of _____, during the hours of _____.

The fee for such license is the sum of \$ _____, paid by the Lessee to the

Lessor contemporaneously herewith, as has a damage deposit of \$ _____.

2. Lessee agrees that the facilities will be used for purposes of _____ and for no other purpose.

Lessee shall not use the facilities for any illegal purpose, nor shall Lessee use the facility in any way that creates a nuisance.

3. Lessee hereby agrees to indemnify and hold Lessor harmless from any and all claims or expenses arising out of Lessee's use of the facilities, including any attorney's fees, court costs, or other expenses incurred.

Lessee further represents that any claims arising from Lessee's use of the facilities shall be directed to Lessee's insurer. Lessee hereby represents the adequacy of such coverage.

4. Lessee will return the facilities to the Lessor at the conclusion of the license period in a good and clean state of repair and shall be responsible for all damage to such facilities. Expenses of repair of damages, if any, shall be deducted from the damage deposit. However, the liability of the Lessee to the Lessor for such damages shall not be limited to such deposit.

5. This Agreement shall also be subject to the special stipulations detailed in "**Farmington Clubhouse Rules & Regulations**"

6. Cancellations less than 24 hours before the reservation of the clubhouse will result in forfeiture of 50% of the deposit.

7. Key must be returned within 24 hours of scheduled rental or forfeiture of 50% deposit.

In witness whereof, Lessor and Lessee have duly executed this Agreement the day and the year first above written.

FARMINGTON ESTATES PROPERTY OWNERS ASSOCIATION, INC.

By: Tricia Applewhite As its: Representative
(L.S.)

Lessee

Revised June 2009