

Terms and Conditions for the use of the Providence Lake HOA Clubhouse

Providence Lake Homeowners Association ("HOA") agrees to lease the Clubhouse located at 13265 Providence Lake Drive, Milton, GA 30004 to the Providence Lake Resident requesting the reservation ("Lessee") according to the following terms and conditions:

1. **TERM:** The term of the rental is 12 hours. However, all functions must end by 11:00pm on weeknights, and by Midnight (12 am) on Friday and Saturday nights (regardless of whether the 12 hour rental term has expired), with the exception of community held events.
2. **LESSEE AS HOST:** The Clubhouse can only be rented under one name. The Lessee must be at least 21 years of age and must reside within Providence Lake. The host who has rented the Clubhouse in his/her name **must be present at all times** at the function for which the Clubhouse is rented and must be the primary host of the event. Under no circumstances can anyone rent/reserve the Clubhouse on behalf of a third party or anyone else.
3. **MINORS:** All functions involving Homeowner's minor dependents and their guests, under the age of eighteen (18), must have one (1) adult PRESENT AT ALL TIMES for every six (6) minors attending.
4. **ALCOHOLIC BEVERAGES:** Alcoholic beverages may not be served to anyone under the age of 21 years. Cash bars are not permitted.
5. **FIREPLACE:** If you will be using the fireplace, please ensure the flue is open. Ensure the gas is turned all the way off prior to departure. No burning of garbage/debris in the fireplace. No cooking of any kind (including smores/marshmallows) in the fireplace.
6. **ASSESSMENTS CURRENT:** The Clubhouse is not available for rental to any resident of Providence Lake if the Annual Assessments and other sums due the Association by that resident/owner are not current.
7. **OTHER FACILITIES:** Use of the clubhouse shall not affect or restrict normal use of the pool and/or the tennis courts by other residents and their guests. The pool area is separate from the Clubhouse and is not included in this rental agreement. Unless a pool lease agreement was also completed, there should be no guest traffic on pool decks.
8. **DAMAGES:** The Lessee will be responsible for repair or replacement for any damage done to the Clubhouse and HOA property, including without limitation, the structure, landscaping, furniture, equipment, floors, windows and doors.
 - Nothing may be attached to the windows, doors or walls in any way that will cause damage or leave holes (tacks, tape, staples, nails, etc.)
 - Do not drag the furniture across the wood floors as it will damage the wood. Any damage to the floors will be the responsibility of the lessee to repair.

9. **CLEAN-UP:** The Lessee will be responsible for cleaning the Clubhouse, the restroom and any other area used, including all equipment and furniture, immediately after the function ends. Cleaning includes vacuuming or damp mopping the floor (as needed), and wiping down the countertops, tables and chairs, and cleaning the bathroom. Ensure no food debris/beverage spills remain as they will attract bugs. The renter will also be responsible for placing all trash in the commercial waste containers outside the clubhouse. All furniture must be returned to its original location and straightened up. Ensure the refrigerator/freezer is completely empty and free of any spills, stains, drips on the outside and inside. **If cleaning is not performed at all or is inadequately performed, a cleaning fee of \$50/hour will be charged.**

10: **KEY & LOCKS:** The Lessee will either be provided a copy of the Clubhouse key or the Clubhouse will be unlocked for the Lessee prior to the event. Please ensure all Clubhouse doors are locked and shut when the function is over and at any time the Clubhouse is unoccupied. If provided a key, please return it to a Clubhouse Committee member.

11. **OCCUPANCY LIMIT:** The maximum occupancy for the Clubhouse is 40 persons.

12. **ASSUMPTION OF RISK AND INDEMNIFICATION:** The Lessee 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 lease of the Clubhouse by the Lessee and said Lessee hereby agrees to hold harmless and indemnify the HOA and its officers, directors, agents, and employees, of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs (collectively "Claims"), including without limitation Claims for damage to property (including loss of use), bodily damage, or death, concerning, relating to or arising out of Lessee's lease or use of the Clubhouse and premises.

By entering or using the Providence Lake Clubhouse Facility, I voluntarily assume, on behalf of myself and all other Participants, all risks of exposure to the virus identified as SARSCoV-2 and commonly referred to as "novel coronavirus," as well as other viruses, bacteria, and chemicals that may be present on surfaces, in the water, and in the air ("Specific Risks"). EVERY PERSON WHO ENTERS OR USES THE CLUBHOUSE/RECREATION FACILITIES DOES SO AT HIS OR HER OWN RISK.

13. **NO WARRANTIES:** There are no warranties, expressed or implied, by HOA to Lessee regarding the condition of the Clubhouse, rental premises, equipment or personal property contained at the premises, except as contained in this Agreement.

14. **LESSEE (Resident) RESPONSIBILITY, FINES & FEES:**

While reservations no longer require residents to make a cleaning/damage deposit, they (Lessee) are responsible for any expenses related to any necessary cleaning of the clubhouse and repairs for damages that may be deemed necessary. These expenses will be charged to the resident's account with the management company and treated as any other outstanding amount that is owed to the HOA (e.g. Fines, Interest, Collection Costs, etc.).

15. **TERMINATION:** The use of the leased premises shall be subject at all times to the control and supervision of the association, who may, without notice to lessee, demand cessation of any function and request guests to leave the premises if the rules and regulations are not observed. The lessor, its officers, directors, Management Company or its employees shall have the right to terminate this lease agreement for any reason

and this lease agreement shall be null and void. In the event this lease agreement is terminated by lessor, its officers, directors, Management Company or its employees during the event time frame, the above reservation deposit shall be forfeited to lessor.

By completing the reservation request, the Lessee agrees to all terms and conditions listed, as well as all Clubhouse Rules as listed within Exhibit A.

EXHIBIT A

CLUBHOUSE RULES

- 1) **NO SMOKING** of any kind is permitted within the Clubhouse at any time.
- 2) **NO ANIMALS** are permitted within the Clubhouse at any time with the exception of service animals.
- 3) Music, and /or any other noise, must be kept at a level that it cannot be heard in the surrounding homes in the area.
- 4) **NO FRYING** of any kind in the clubhouse kitchen facility.
- 5) **NO WET SWIMSUITS** are allowed inside the clubhouse.
- 6) **DO NOT DRAG THE FURNITURE ACROSS THE WOOD FLOORS.** Should you move any furniture, it must be placed back in its original location prior to departure.
- 7) While decorations are allowed, nothing may be attached to the windows, doors or walls in any way that will cause damage upon removal (tape, glue, etc.) or leave holes in the walls (tacks, staples, nails, etc.)
- 8) The AC / Heat can only be adjusted by the Clubhouse committee. Please call or text a committee member for assistance.
- 9) **The individual reserving the clubhouse is responsible for performing/ensuring the below prior to departure:**
 - a) Cleaning which includes the following:
 - i) Wiping down all counters and tables
 - ii) Emptying the refrigerator/freezer. Make sure the interior and exterior is free of any spills, stains, streaks.
 - iii) Vacuuming the carpets, as well as sweeping and mopping the wood floors. Please ensure any spills, stains, crumbs are all thoroughly cleaned up.
 - iv) Ensure the bathroom is clean.
 - b) Garbage must be bagged and placed in the waste containers outside, or taken home for disposal.
 - c) Please turn off all lights, TV and the ceiling fan. Make sure no faucets or toilets are running water.
 - d) If the fireplace was used, ensure the gas is turned off and the key returned to the proper drawer.
 - e) Lock all windows and exterior doors.