

**CYPRESS CLUB/COVE HOMEOWNERS ASSOCIATION
CLUBHOUSE RESERVATION, LIABILITY AND RELEASE FORM**

Reservation Date: _____ Type of Function: _____

Reserved Time Period From _____ To _____

of Guests: _____ (Not to exceed fire code max. 65)

Resident: _____ Home Phone: _____

Address: _____ Cell Phone: _____

_____ Work Phone: _____

Requested Date & Time of Pre-function Walk-thru: _____

Requested Date & Time of Post-function Walk-thru: _____

(Please note that these are requests only. Flexibility is appreciated when contacted by a Board member to schedule walk-thru.)

As a resident in the community of Cypress Club/Cove, I fully acknowledge the following responsibilities involved in reserving the Clubhouse for any given activity:

- 1) Rental is for personal use only, no commercial use.
- 2) The clubhouse only is reserved, nothing else.
- 3) The resident making the reservation must be present at ALL times.
- 4) Customary clubhouse hour usage ends at midnight and loud activities will not be tolerated. Usage after midnight must be arranged during walk-thru and any loud activities (music, crowd noise) after 10 pm will result in a fine of \$100.
- 5) Smoking is not permitted in the clubhouse & all illegal substances are prohibited.
- 6) No grill, heating units or open flames are permitted in the clubhouse or on the deck surrounding the building.
- 7) No pets are allowed on the premises and no wet bathers are allowed in the clubhouse.
- 8) Everything in the clubhouse must be as clean as before using, otherwise a \$50 cleaning fee will be charged.
- 9) All lights, heating, air conditioning, doors and windows, furniture must be as before rental took place and trash removed from the clubhouse.
- 10) The renter will be responsible for repairing or replacing any damaged item.
- 11) Your deposit will be forfeited if the Police and/or Fire Department are called for any problem.
- 12) The total number of guests in the clubhouse will not exceed 65 people, the maximum occupancy determined by the Austell Fire Department. In addition, only four guests per HOA member can enter the pool area as this is not included in the reservation, and the members' rights of enjoyment of the pool area must be ensured.
- 13) I will be responsible for cleaning the clubhouse and be liable for any physical damage that may occur during my reserved period. Damages include, but are not limited to: carpet stains, cigarette burns, wall stains, damage to furniture, kitchen appliances, alarm, bathrooms, etc. I will not be responsible for any damages identified in the required pre-function walk-thru.
- 14) I will be required to pay a NON-REFUNDABLE deposit in the amount of \$45.00 to reserve the clubhouse and a refundable deposit in the amount of \$200.00 to be used as collateral in the event of any damage that may occur during my reserved period. Damages will be assessed by the HOA Board member performing the post activity walk-thru and reviewed by the HOA Board.
- 15) In the case where the assessed damage exceeds the available deposit, I will be responsible to pay the excess amount. I also have the right to appeal the assessed value of the damages determined by the HOA Board. Such appeal should be made in writing to the HOA Board through the mail, no later than seven (7) days after the post activity walk-thru.
- 16) In the event that you do not show up to or cancel a walk-thru 24hr in advance, your deposit will be forfeited at the discretion of the HOA.

I have read, understand and agree to comply with the rules governing the use of the Cypress Club/Cove Clubhouse. I understand and accept my financial responsibility with regard to using this facility and agree to be in attendance at all times while using the clubhouse.

Signature: _____ Date: _____

Please sign & return this form with 2 checks made payable to : Cypress Club/Cove Homeowners Association
1 check in the amount of \$ 45.00 P.O. Box 1051
1 check in the amount of \$200.00 Austell Georgia 30168
(770) 745-0648