



2. I understand that use of the Clubhouse outside the times for which it has been reserved will constitute a breach of this Agreement and will result in forfeiture of my security deposit.
3. I understand that the Clubhouse is not intended for the use of non-resident events, and shall not be used for fundraising or the sale of goods and services of any kind whatsoever.
4. I assume all responsibility, risks, liabilities and hazards incidental to the activities applied for (including, but not limited to, the serving of alcoholic beverages (see Clubhouse Rules and Event Guidelines for complete details). I hereby release and forever discharge the Association, its officers, directors, employees, agents, Committee members and any other members, past, present 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.
5. I agree to indemnify and hold harmless the Northampton Homeowners Association, its officers, directors, employees, agents, Committee members and any other members, past, present and future, from any and all claims, costs, causes of action and liability (including but not limited to attorneys' fees) for any injury, to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees or any member of the Association or any other person which arise from or are in way related to the above activity, whether or not caused by the Association's negligence.
6. I assume all responsibility for the actions and behavior of all persons present at, attending or in any other way related to my 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 thereof by any person present at, attending, or in any other way related to my function may, at the sole discretion of the Association officers or Clubhouse Committee members, result in forfeiture of my rental fee and deposit and/or immediate termination of my function.
7. I understand that I am being granted exclusive use of the aforementioned section(s) of the Clubhouse for the time period described above and am subject to the right herein reserved by the Association to enter the Clubhouse and terminate my use thereof should conduct of any person or persons using the Clubhouse endanger the health, safety or well-being of any person, constitute a threat of any property or violate any of the Association Rules and Regulations.
8. I will be in attendance throughout my rental, from set up to clean up. 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 be terminated and the Association shall have the right to take possession of the Clubhouse and instruct my guests to leave the property.
9. I agree to the Clubhouse Reservation Cancellation Policy as follows:

| CANCELLATION PERIOD  | Rental Fee Refund | Security Deposit Refund |
|--|-------------------|-------------------------|
| 14 days Prior to Reservation Date  | 100%              | 100%                    |
| 3 – 13 days Prior to Reservation Date  | 50%               | 100%                    |
| Less than 72 Hours Prior to Reservation Date   | 0%                | 100%                    |
| <b>*MAY and DECEMBER</b><br>Reservation Dates Require a Minimum 14 days' Cancellation Notice | 100%              | 100%                    |
| <b>*MAY and DECEMBER</b><br>Reservation Dates:<br>LESS THAN 14 days' Notice                  | 0%                | 100%                    |

\* **MAY and DECEMBER reservations** require the standard **14 days'** notice of cancellation in order to receive a full refund of usage fee. No partial refunds will be given after that time.

- 10. I agree to clean the Clubhouse after use and return all furnishings and equipment to their original places. I further agree to follow any established Clubhouse checklists or rules for returning the Clubhouse back to its original state. Finally, I understand that all clean-up must be finished within 4 (four) hours after the end of my function or additional fees will be subtracted from my deposit equal to 1 (one) day usage fee for each additional 4 (four) hours or part thereof past the scheduled end of my event.
- 11. I agree that the key and security codes are my responsibility and any loss or misuse will result in fines or loss of privileges as outlined in the Clubhouse Key Tracking policy. Keys will never be left unattended, and must be returned to a Clubhouse Committee member within 12 hours following the end of my event.
- 12. No one in attendance or in any way associated with this event may enter the pool deck or the pool itself. Anyone found to be in violation of this rule, whether access was through the pool gate or through the Clubhouse, will cause forfeiture of the security deposit and/or immediate event termination at the Committee's discretion. The event host, as well as any other Northampton residents in violation of this rule, will lose their Clubhouse privileges for a period of six months and will each pay the Association a \$250 fine. Subsequent violations of this rule by the same individual will have the same penalties and will be referred to the Board of Directors for further action.
- 13. Subject to those deductions provided for in this Agreement, the refundable deposit will be refunded in full after an authorized Committee representative has completed a walk-through.
- 14. I understand that my reservation of the Clubhouse on the aforementioned date will not be confirmed until such time as the Committee has executed this Agreement.

I have carefully read and understand this Reservation Agreement, the "Clubhouse Rules", the "Clubhouse Reservation/ Event Guidelines" and any other attached rules or checklists and agree to be bound by all terms.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Please keep a COPY of this Agreement for your records.

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| <p style="text-align: center;"><b>PAYMENT GUIDELINES:</b><br/><b>WE ONLY ACCEPT HOMEOWNERS' PERSONAL CHECKS.</b><br/>Return signed <b>Rental Agreement</b> and check(s) payable to <b>"Northampton Homeowners Association"</b><br/>in an envelope to:<br/><b>Michelle McGonegal, CLUBHOUSE RESERVATIONS – 1230 Johnson Ferry Road, Suite F-10, Marietta, Ga 30068</b></p> |
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**CHECK-IN:** You will be contacted by a Clubhouse Committee member sometime within the ONE (1) week prior to your event to schedule a walk-through to familiarize yourself with the facility.

**CHECK-OUT:** Check-out is conducted by a Clubhouse Committee member at the end of your event or the following day. You do not need to be present at check-out.

FOR ASSOCIATION USE ONLY:

Application Received: \_\_\_\_\_ Committee Review: \_\_\_\_\_ Agreed to and accepted by: \_\_\_\_\_