

EAGLE SPRINGS ASSOCIATION, INC. RESIDENT COMMUNITY CENTER RENTAL CONTRACT

BY SIGNING BELOW, THE RENTER AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

- 1. RENTAL RULES: For rentals of the Community Center Building from 8:00 AM to Midnight Renter agrees to be bound by the following rules with respect to its rental of the Community Center Building:
- No smoking in the Community Center, or open or closed flames in any type of illuminating device;
- No animals or pets in allowed in Community Center;
- No parking on any grass areas;
- No alcoholic beverages allowed unless Event Insurance covering alcohol is purchased;
- All furniture, all artwork and all accessories are not to be moved from their original positions;
- Fastening of decorations, etc. to the walls, ceiling and/or floors is strictly prohibited;
- No use of open liquids other than for human internal consumption.
2. RENTAL OF COMMUNITY CENTER TO EAGLE SPRINGS RESIDENTS ONLY. The Community Center cannot be rented to non-residents and cannot be sub-rented to non-residents or any type of organization.
3. NON-PROFIT USE ONLY. Residents can rent facility for non-profit events and activities only. For-profit activities are not allowed under any circumstances.
4. DAMAGE, ETC: At the end of the event, the Community Center Building and surrounding areas shall be thoroughly cleaned, all folding tables and folding chairs placed back in storage closet, all climate controls returned to their original settings and all doors properly closed and securely locked at the end of the event.
5. INDEMNIFICATION: Renter agrees that it has procured Event Insurance or that the Event is covered under the Renter's homeowner's insurance policy.
6. VIOLATION: Any violation of this contract will result in: The rental fee increasing to \$2,000.00 and the security deposit will become immediately non-refundable.
7. COMPLIANCE WITH RULES AND LAWS: Community Center building Maximum capacity is 180 people. Renter will comply with all laws, orders, and regulations of federal, state, county, and municipal authorities.
8. NOTE: Eagle Springs Association, Inc. reserves the right to refuse rental of any facilities to any Individual or Organization for any reason and in its sole discretion if it believes such refusal is in the best interest of association or for the purpose of protecting the facilities.

EVENT INFORMATION: The Association hereby agrees to rent and make available the Community Center Building to Renter as follows:

EVENT NAME / PURPOSE: _____
EVENT DATE: _____
EVENT START / END TIMES: _____ 8am-12am (ALL DAY)

RENTAL FEES, DEPOSITS, CANCELLATION, ETC.: The following fees shall apply for the rental of the Community Center Building:

\$500.00 Security Deposit _____
\$1,000.00 Rental Fee _____

For Office Use Only

The security deposit paid by the renter shall be paid to hold the event date to the exclusion of others and to be applied towards any loss or damage that may occur to the Community Center Building and the surrounding areas. The parties acknowledge that at various times, the Community Center Building can be in great demand. Accordingly, thirty (30) days' written notice of cancelation is required by the renter to the Association in order to receive a refund of the security deposit and rental fee.

RENTER INFORMATION: NAME: _____
ADDRESS: _____
PHONE: _____

IN CONSIDERATION OF the Association agreeing to rent the Community Center Building to me, I agree to be bound by the terms of this agreement. I acknowledge and agree that I have read and agree to comply with all of the above rules and regulations.

RENTER SIGNATURE _____ ASSOCIATION SIGNATURE (OFFICE USE ONLY) _____

EAGLE SPRINGS ASSOCIATION, INC.
RESIDENT COMMUNITY CENTER INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT made on the below signed date by and among Eagle Springs Association, Inc. (the "Association"), located at 102 Eagle Parkway Centerville GA31028 and _____ (the "Participant"), located at _____
FIRST AND LAST NAME

ADDRESS, CITY, STATE, ZIP

WITNESSETH:

WHEREAS, the Association is the owner of certain real property comprising a Community Center located at 102 Eagle Parkway Centerville GA 31028 (the "Property"); and

WHEREAS, the Association has agreed to allow the Participant or its agents to use the Property in connection with an activity _____ to be held on ____/____/____ during the hours of _____ to _____, but has requested, as a condition to allowing that use, that the Participant procure Event Insurance or indemnify the Association harmless as set forth below.

NOW, THEREFORE, in return for good and valid consideration, receipt of which by the parties is hereby acknowledged, the Association agrees as follows:

- 1. The Participant warrants that it has procured Event Insurance for the Event, naming Eagle Springs Association, Inc. as the loss payee thereunder. Contract is void if Event Insurance certificate is not provided by Participant.**
2. The Participant agrees that if the activity listed above includes the CONSUPTION OF ALCOHOLIC BEVERAGES, then
 - i) The Participant is solely responsible for the dispensing and consumption of alcohol, including the prudent and responsible dispensing and consumption of alcohol by all persons involved in the activity above;
 - ii) To acknowledge by the signing of this Agreement that the Association has no authority, control or participation in the dispensation or consumption of alcohol on the site and date listed above and that the Participant will take no step, action, or measure to convey the idea that the Association in any way has promoted, assisted, or participated in the dispensing and consumption of alcoholic beverages on the site and date listed above;
 - iii) That the Participant will not allow persons under the age of 21 to dispense or consume alcohol on the site during the activity to be held on the Association's property;
 - iv) To comply with all State and City Ordinances in relation to the consumption of alcoholic beverages, including but not limited to, obtaining any necessary permits, insurance policies, security guards, etc....
3. The Participant shall reimburse the Association for all reasonable attorney fees incurred by the Association to enforce the terms of this Hold Harmless Agreement or to defend the Association against any claim, suit, demand for subrogation, or other action arising out of Participant's use of the Property.
4. No change of modification of this Agreement shall be valid unless such change or modification is in writing and signed by each of the parties hereto. No waiver of any provision of this Agreement shall be valid unless such waiver is in writing and signed by each of the parties hereto.
5. If any provision of the Agreement is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

INITIAL THE FOLLOWING:

_____ I have procured (or will procure prior to the event or activity identified above) Event Insurance naming Eagle Springs Association, Inc. as the loss payee thereunder.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date written below.

_____/_____/_____ _____/_____/_____
PARTICIPANT SIGNATURE ASSOCIATION SIGNATURE (OFFICE USE ONLY)