



Wynford Chace Clubhouse- 1289 Wynford Colony

Welcome to the Wynford Chace Clubhouse. Please consider this an extension of your living room and treat it just as you would your own home. The Clubhouse is available for baby showers, wedding showers, birthday parties, dinner parties, prayer and study group meetings, book clubs, hobby events, family reunions, and other social functions for residents of Wynford Chace.

Wynford Chace Homeowners Association, Inc. Clubhouse Rental Agreement

PLEASE READ THE FOLLOWING RULES AND REGULATION

Reserving the Clubhouse

- Reservations will be accepted on a first come first serve basis.
- Reservation dates are confirmed only upon receipt of signed application forms and fees paid in full.
- A formal confirmation form will be mailed or emailed after receipt of application and fees.
- Failure to comply with this agreement in full will result in forfeiture of rental deposit and may result in loss of rental privileges.
- No pool or tennis privileges come with the reservation and use of the clubhouse. This agreement does not include the usage of the pool or the tennis courts by renter or guests of clubhouse events. A separate pool use contract is required when extra lifeguards are needed.

Who May Reserve the Clubhouse

- The clubhouse may be reserved by any Wynford Chace Homeowners Association member in good standing (no delinquent HOA assessments, liens, or fines) for the purpose of hosting an event.
- **An owner who is delinquent in payment of any assessment or fine will be denied any of the privileges of Wynford Chace including reserving or using the Clubhouse. The payment record will be checked when the completed reservation form and appropriate payments are received in the Heritage Management office. Owners who have a delinquent payment outstanding will have their fees and application returned. If Heritage becomes aware that an owner has become delinquent in payments after making a reservation, the event and the reservation will be cancelled and the fees returned to the owner.**
- The reserving member must be 21 years of age or over
- Reserved functions for persons under the age of 21 years must be chaperoned by the reserving resident who is at least 21 years of age. The reserving resident will be responsible for any and all damages to the clubhouse caused by his or her guests.

- The reserving member must be present at the said event at all times.
- The Board of Directors has the authority to deny a rental for any reasonable cause, in a uniform manner.
- Reservations are to be made through the onsite Manager, Lisa Hendrick. Please contact **Lisa Hendrick** at agh3@bellsouth.net.

Rental Fees and Damage Deposit

- Each Wynford Chace Homeowners Association Member household (with no outstanding HOA dues) is allowed two free rentals per year. However, the reserving resident must submit the \$200 damage deposit as though it were a fee-based rental.
- Rentals are for the entire day.
- Once the homeowner has used their two free rentals, the rental fee for use of the Clubhouse is \$50.00 The rental fee, payable by check, must be payable to the ***Wynford Chace Homeowners Association***. The rental fee will be used to defray the cost of the clubhouse utilities and general maintenance.
- In addition, there is a **refundable damage deposit** of \$200.00 payable by a separate check payable to the Wynford Chace Homeowners Association. The deposit will be returned only if reserving resident complies in full with this agreement. Failure to comply may result in forfeiture of all or a portion of the deposit.
- The \$200.00 deposit will be totally refunded except under any of the following circumstances:
 - If damage occurs, the \$200.00 deposit will be applied toward the cost of repairs with any remaining repair cost billed to the reserving resident.
 - In the event the clubhouse is not cleaned thoroughly, all or a portion of the deposit will be retained to cover the cost of cleaning.
 - Rental key is not returned by 10:00 AM the day following the event.
 - Failure to comply with this agreement in full.

Refund Policy

- Cancellations made 2 days in advance or more before the event will be refunded.
- Cancellations made less than 2 days before the event will not be refunded.

Prohibitions regarding Clubhouse use

- No resident will reserve the clubhouse on a sub-lease basis.
- No member may use the clubhouse for personal gain, profit or commercial use excluding events such as but not limited to a Tupperware, Creative Memories and Pampered Chef parties. The clubhouse is for the use of Wynford Chace homeowners and their guests only and may not be used for functions that are opened to the public. No admission fee or charge of any kind may be levied to the guests of a private party or function.
- The clubhouse may not be used for private or personal fund raising events for any club or organization without the prior approval from the Wynford Chace Board of Directors.
- When possible, parking should be limited to the clubhouse area only. If additional parking is necessary, guests are asked to park responsibly. Do not use or block access to

neighboring residents' driveways.

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- Smoking is NOT permitted in the building or within 25 feet of the building. That includes the pool area, restrooms, and under the entryway.
- No one under 21 years of age is allowed to consume alcoholic beverages on the premises, ever, for any reason.
- The clubhouse may not be used after 2:00 AM for any event.
- Doors and windows should be closed whenever the heating or air conditioning is in use.
- After 11:00PM all doors and windows must be closed and the music turned down and contained to appropriate levels within the building. No pets are allowed in the clubhouse (with the exception of disability service animals).
- Tape, staples, push pins or thumb tacks should **not** be applied to the walls or ceiling. "Post- It" type removable tape may be used on the trim.

Rental Checklist (What to do before you return the key)

- Contact committee member (as directed by Heritage) to make arrangements for access to the clubhouse or to pick up key. Before rental, homeowner must perform a walk-through of the facility with the key manager to inspect the premises before rental. At this time, instruction will be given about appliances and/or other equipment to be used.
- A post-rental walk-through with the committee member is also required to assess any damages made to the clubhouse by the reserving member and his or her guests.
- During the winter the heat must be left "on" and the thermostat lowered to 55 degrees after use. During the summer, the air conditioning must be left "on" and turned to 78 degrees after use.
- Furniture and accessories can be moved but must be returned to their original placement in the clubhouse prior to returning the key.
- Coffee pots and other utensils may be used, but must be cleaned thoroughly and returned to their places.
- Avoid damaging tables and countertops. Use the potholders and hot pads located in the kitchen cabinets.
- Wipe clean all counter tops and tables, and chairs. Multi-purpose cleaning supplies are located under the kitchen sink. Any other cleansers needed should be provided by the renter.
- Wood-finished tables and chairs are provided in the clubhouse. To protect these finishes, plastic tablecloths are provided in the kitchen cabinets. Please use them to protect the wood finish. Coasters are also provided for each table.
- If there will be arts and crafts or other messy hobby events during the meeting, please use the plastic folding tables which are stowed in the ladies room closet. Additional folding chairs are located there as well.
- Remove any items from the refrigerator and/or oven and make sure appliances are left clean and turned to the off position.

- Vacuum all carpets & sweep all floors (vacuum is located in the janitorial closet in the hall along with mop and broom).
 - Arrange and straighten furniture to original placement.
 - Clean bathrooms, including emptying trash and checking to be sure nothing has been damaged.
 - Remove all trash from the premises and around grounds. Large black trash bags are located under the kitchen sink and/or in the janitorial closet. Take ALL trash to the exterior receptacles or to your own home.
 - Make sure all water has been turned off in both bathrooms and the kitchen (*and any other applicable areas*).
 - Remove all personal belongings. Check for umbrellas and coats.
 - Go over clubhouse checklist with Clubhouse Committee member and **return the key to committee member by 10am the following day**. Any carpet or wall stains, which occurred during the rental, should be called to the committee member's attention at this time so that proper cleaning can be arranged.
 - Turn off lights before leaving.
 - Lock and secure all doors to outside. Should damages occur as a result of your failure to properly lock the clubhouse, the damage deposit will be forfeited.
- I have read and agree to the terms of this contract.

Signature of Resident

Print Name of Resident & Address

Date _____

Received by Lisa Hendrick

Signature _____

Date _____

Once you have emailed clubhouse manager Lisa Hendrick at agh3@bellsouth.net to ensure availability, mail your check, signed agreement, and the signed reservation form to:

Wynford Chace HOA
c/o Lisa Hendrick
1290 Wynford Colony
Marietta GA 30064

Wynford Chace Clubhouse Reservation Form
1289 Wynford Colony

Reservation Date Requested _____

Time of Event _____

Type of Event _____

Responsible Resident _____

Name _____

Address _____

Home # _____ Work _____

Cell or pager# _____

I acknowledge I have been given a copy of the rules and regulations governing the clubhouse and I agree to abide by these rules.

Deposit Paid (\$200.00) Check # _____

Fee Paid (\$50.00) Check # _____

Free Rental: (date of last free rental) _____

Please make checks payable to Wynford Chace HOA

Wynford Chace Homeowners Association, Inc. shall not be liable for any damage or injury to the Homeowner-in-use or his/her guests, howsoever caused, nor shall the Association be responsible for any accident to the Homeowner-in-use or his/her guests. The Homeowner-in-use agrees that he/she will not hold the Association, its Board of Directors or Heritage Property Management Company liable in any way, whether such accident occurs on the common ground, on any part of the recreational facilities, parking areas, or adjacent areas. The undersigned hereby agrees to accept the Host Liquor Liability responsibility for the duration of this rental whether fee or free and to hold the Wynford Chace Homeowners Association, Inc., its Board or its property management company harmless.

Owner Signature _____

Date _____