

SEBASTIAN COVE HOMEOWNERS ASSOCIATION, INC. (hereinafter "SCHOA")

CLUBHOUSE RESERVATION AND INDEMNIFICATION AGREEMENT

This agreement entered into this _____ day of _____, 20____ by and between SCHOA and:

Sebastian Cove Owner's name: _____(hereinafter "User")

Address: _____

Telephone: _____ Email address: _____

The Clubhouse is being reserved for the purpose of (circle one)

Event for SCHOA Members or Private Homeowner Event

The name of the event is _____ (how it will appear on calendar)

Event beginning (date) _____ and (time) _____

Event ending (date) _____ and (time) _____

Approximate number of attendees: _____

Food and/or Drink will be served: Yes or NO (circle one)

A/V Access Needed: Yes or NO (circle one)

In consideration of the use of the clubhouse, it is expressly agreed that the User may use the clubhouse subject to the following terms and conditions:

Please read and Initial each:

_____ WARNING. Under Georgia Law, there is no liability for an injury or death of an individual entering these premises if such injury or death results from the inherent risks of contracting COVID-19. The User and their invitees are assuming this risk by entering these premises.

_____The User represents that they are a SC property owner, at least 21 years of age and will be present at the function at all times including during set up and clean up.

_____ While the building occupancy limit is eighty (80), it will be the User's responsibility to maintain distancing and masking guidelines per current GA COVID guidelines for same.

_____It is the current User's responsibility to disinfect high touch surfaces and provide their own hand sanitizer as they deem necessary.

_____ No alcoholic beverage of any sort may be served to any minor or intoxicated person by anyone attending User's event. There shall be no sales of alcoholic beverages at the clubhouse. Under Georgia law, a host of any social event or business function where alcoholic beverages may be served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from the host's negligence in allowing any intoxicated guest or attendee to be served alcohol. Such liability may include harm to the intoxicated individual himself and also harm to total strangers involved in automobile accidents, etc. caused by that intoxicated individual. No illegal drugs or controlled substances are allowed in the clubhouse or in the Association's common areas.

_____ The User will follow the checklist provided to clean and close up the Clubhouse. The clubhouse should be left as it was found or better; i.e., clean bathrooms, dishes washed and put away, floor swept and dry-mopped, counters clean, refrigerator cleaned out of your leftover items, and trash removed, ready for the next User (which could be the next day).

_____ If upon post-use inspection, the building's cleanliness is deemed unsatisfactory and not remedied (as determined by HOA Clubhouse Manager) in a timely fashion, the User will be assessed a professional cleaning fee up to \$150.

_____ The User will be responsible for the repair or replacement of any damage done to the clubhouse, its furniture, equipment, appliances, window coverings, parking lot and/or grounds caused by any member or member's guests.

_____ The User acknowledges the clubhouse's maximum occupancy is eighty (80) people at any one point in time as posted inside the building, assumes full responsibility of ensuring that occupancy limit is not exceeded and accepts the consequences of that limit being exceeded.

_____ The User agrees to set both thermostats prior to leaving the clubhouse: the A/C at **80 degrees** in summer and **60 degrees** in winter.

_____ The User agrees to provide their own supplies beyond paper towels and toilet paper. The SCHOA does not furnish any supplies for guests...coffee, plastic cups and refrigerated items are for board meetings and social club functions.

_____ No more than 24 hours before your event, a door access code will be emailed / phoned to you (please circle choice). Please make sure the door remains locked when you close it upon leaving. The door has a keypad lock. Enter the code given to you. Once door unlocks you have 10 seconds to reach inside to turn the lock handle a quarter-turn so that it remains unlocked while the building is occupied. Please turn the lock handle back a quarter-turn when you are done or for periods when the building will be unoccupied (even for a short time).

_____ The User acknowledges that tables and chairs are not to be removed from the Clubhouse property.

RELEASE AND INDEMNIFICATION AGREEMENT FOR USE OF SCHOA CLUBHOUSE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, undersigned User (on User's behalf and on behalf of persons invited by User) does hereby release and forever discharge Sebastian Cove Homeowner's Association, Inc. ("SCHOA") from, and does expressly agree to indemnify SCHOA for, any and all claims and demands (disputed or otherwise), property damage(s), expenses, fines, settlements, personal injuries and causes of action of any kind (including attorney's fees and costs incurred by SCHOA) arising out of User's use (and all User invitees' use) of the Clubhouse and any other property owned by SCHOA pursuant the Clubhouse Use Agreement executed herewith by User and SCHOA.

User does hereby declare that he/she has completely read the terms of this Release and Indemnification Agreement, and fully understands said terms and voluntarily accepts them all for aforesaid claims listed above as they relate to User's use of SCHOA Clubhouse pursuant to the Clubhouse Use Agreement executed by SCHOA and User. User Understands he/she is responsible for all aforesaid claims whether caused by User or by any invitee(s) of User. User represents he/she has had an opportunity to consult with counsel of his/her choice before executing this document.

WITNESS OUR HAND AND SEAL, this _____ day of _____, 20____

BY: _____
User

Print Name: _____

By: _____
SCHOA Representative

Print Name: _____

Enjoy the clubhouse...it belongs to all homeowners in Sebastian Cove and is maintained for everyone's use. Thank you for keeping it clean and in good condition!

Please email the completed application to Peter Novak at frippisland@gmail.com

General Rules of Use:

- Leave no trace! Leave the clubhouse in a clean condition.
- Do not drag tables / chairs across the floor; pick them up and place.
- Immediately wipe up any liquid or food spills from the floor!
- All trash is to be collected and removed from the building at the immediate conclusion of your event. Do not leave bagged trash overnight inside the building or outside (where animals can get to it) on the front porch or rear landing.
- Thermostat settings:
 - After your event: Summer – set A/C to 80 degrees. Winter – set heat to 60 degrees.
- Do not use nails, thumb tacks or tape on any wall surface or door frame.
- The building capacity is 80. The user is responsible for ensuring that limit is not exceeded.
- No smoking in or around the clubhouse property.
- Keep music volume down and quiet time begins at 11pm.
- Except for (ADA) service animals, no pets are allowed in the building.
- No active sports are allowed inside the building.

Kitchen:

- The clubhouse is on a septic system.
 - No food waste is to be washed down the kitchen sink drain; scrape such into the trash.
 - Use paper towels to wipe out excess grease and oils from pots / pans / serving dishes / plates before cleaning.
- Counters (acrylic hard surface).
 - Do not place hot pans directly from the oven or stove on the countertops; please use a hot pad or place on stove-top surface.
 - Normal cleaning only requires a damp cloth and a mild cleanser

Bathrooms:

- Use only the provided toilet paper which is specific for septic tanks.

Fines for Damage

The fees listed below are an example of what may be charged if guidelines and usage indicated within the signed contract are not followed – ALL ARE SUBJECT TO CHANGE. Please note that not all possible charges are listed.

- Basic cleaning not done \$100
- Smoking violation \$100 per incident
- Doors left unlocked or unsecured \$100
- Trash not removed \$100
- Both thermostats not reset to summer/winter settings \$50
- Lights left on \$50
- Damage to interior or exterior surfaces will be charged based on the actual repair fee.

The Sebastian Cove HOA reserves the right to fine homeowners for not following clubhouse guidelines or for damage that may occur during the use of the Clubhouse. Homeowners may request a hearing with the Board of Directors if there is a disagreement over the fine. Any fines not paid will be added to the homeowners' annual HOA dues.

For Internal Use:

Upon departure of the User and on ____/____/____ a SCHOA representative will inspect the premises.

Outstanding issues: _____

Date door code given _____ Date door code removed _____

SCHOA Authorized representative _____

Date _____