



Creekside HOA Pool Pavilion - Request for Use

GENERAL:

The Pool Pavilion located on Westchester Club Drive at the Creekside Pool/Tennis Club is available for use by Creekside homeowners and their guests. Use of this amenity is contingent upon approval and availability.

The pavilion is open for reserved use during the hours of 10AM-7PM in conjunction with the lifeguard duty schedule for the current summer season. Maximum of 4 hours and up to 20 guests including homeowners per function. Please try to build in set-up and clean-up time in your reservation.

INSTRUCTIONS:

This application must be completed in full and returned with payment and deposit to All-in-One Community Management (address below). Once the requested date/time has been approved, you will receive email confirmation from All-in-One Community Management or the Amenities Committee.

RENTAL FEE: \$50, for 2 hours, \$100 for 4 hours (Max of 4 hour rental) Check payable to **Creekside HOA**

DEPOSIT: \$100, refundable based on pavilion being left in a clean and undamaged condition as it was found. Check payable to **Creekside HOA**

MAIL 2 CHECKS PAYABLE TO CREEKSIDE HOA AND THIS COMPLETED AND SIGNED FORM TO:

Creekside Pavilion Rental
c/o All-In-One Community Management
5200 Dallas Hwy, Suite 200, #266
Powder Springs GA 30127

QUESTIONS: Contact AIO amenities@allinonemgmt.com 678-363-6479

In consideration for allowing me the use of the Creekside Pool Pavilion, I, the undersigned, agree as follows:

Nature of Function and Rules & Regulations of the Pool Pavilion

1. For the purpose of: _____
2. This function will not be attended by more than _____ people.
(Maximum of 20 guests, including homeowners).

I understand I am being granted permission for exclusive use of the pool pavilion *only*. This does not include exclusive use of the swimming pool, pool deck, tennis courts, or any other Association property. I further understand that the reservation permits my function to use only the Pavilion for the hours indicated.

3. Event Date: _____ between the hours of _____ and _____.
4. I understand that continued use of the Pavilion after the hours for which it has been reserved may constitute a breach of this agreement and may result in the forfeiture of my deposit AND a fee of \$25 per 15 minutes. The Association will provide up to 30 minutes after the reserved time for clean-up. The Association reserves the right to remove any participant who remains after the reserved time or clean-up time or who does not restrict his/her use to the Pavilion.
5. I acknowledge that rights to rent and utilize the facility will be disallowed if I am in arrears as to any assessment or fee due the Association.
6. I will submit the corresponding fee and deposit in the form of two checks made out to **Creekside HOA**. Refundable cleaning and damage deposit is \$100. The refundable damage deposit is required of every group.

Checks should be mailed to All-In-One Community Management Inc.,c/o Creekside HOA, 5200 Dallas Hwy/Suite 200 #266, Powder Springs, GA 30127

7. I understand that the aforementioned cleaning and damage deposit of \$100.00 will be used to pay for cleaning costs and any and all damages resulting to the Pavilion / pool area, its contents, or any other portion of the property for my actions or any actions of persons present at, attending, or in any other way related to my function. I agree to notify All-In-One Community Management of any damage or cleaning problems within 24 hours.

I understand that any charges made against my deposit are at the discretion of the Creekside HOA. If costs of repairs exceed the amount of my deposit, I agree to pay the Association the full cost of all repairs within ten (10) days of receipt of written explanation of the damages and a bill from the Association for such repairs. I agree that all deposits, fees, and expenses incurred by the Association as a result of the use of the Pool Pavilion under this Agreement shall be considered an assessment and constitute a lien against my property and shall be fully collectible as provided for in the Association's Declaration, By-laws, and relevant Georgia statutes. Subject to the noted deductions, the deposit will be refunded in whole or in part by mail.

8. **Children's events** must be chaperoned by adults to a ratio of 1 adult to every 8 children. This includes children 18 and younger. An adult is defined as a person over the age of 18 responsible for the safety and well being of the children involved.
9. I agree to be bound by the Pool rules to clean the facilities after use and to return the Pavilion to a re-usable condition in order to have the \$100.00 deposit returned. **No "day after" clean-ups are allowed.**
10. **Cleaning** includes floor swept. All furniture/picnic tables placed in normal location and all tables cleaned. All garbage in trash cans and bags if full removed and placed into large A-OK cans at exterior of main pool house entrance. All exterior signs, which may have been posted, are removed.

Notice of Liability

11. I assume all responsibility, risks, liabilities, and hazards incidental to the activities applied for (including, but not limited to the serving of alcoholic beverages), and hereby release and forever discharge the Association, its officers, directors, employees, agents, and members, present, past and future from 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 Pool Pavilion, pool and its appurtenances.
12. I agree to indemnify and hold harmless the Association, its officers, directors, employees, agents and members, present, past and future, from any and all charges, claims, costs, causes of action, damages and liabilities (including but not limited to attorneys fees) for any and all injuries to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees, any member of the Association or any other person which arise from or are in any way related to the above activity, rental, or use of the Pool Pavilion and Pool.

- 13. 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 posted pool rules, Creekside HOA Declaration, By-Laws, and Rules and Regulations. I acknowledge that violation of any provision of the Creekside HOA Declaration, By-Laws, or Rules and Regulations by any person present at, attending, or in any other way related to my function, may, in the sole discretion of the Creekside Board of Directors, result in forfeiture of my deposit.
- 14. I understand that I am being granted the exclusive use the of the Pool Pavilion for the time period described above, subject to the right herein reserved by the Association to enter the Pavilion and terminate my use thereof should the conduct of any person using the facility endanger the health, safety or well-being of any person or constitute a threat to any property.
- 15. I am at least twenty-one years of age and will be in attendance at my function. I hereby agree and represent that the Pool Pavilion will be used for lawful purpose only and that if any conduct at the function I am sponsoring violates federal, state or local laws or ordinances, my rights to the Pavilion under this Agreement shall terminate and the Association shall have the right to take possession of the Pavilion and instruct my guests to leave the property.
- 16. I understand that my reservation of the Pool Pavilion on the aforementioned date will not be confirmed nor will the Agreement be binding until such time as the Association or its agent has executed this Agreement. I have carefully read and understand this request of use form and agree to be bound by its terms. Rules and Regulations are subject to change.

By CREEKSIDE HOMEOWNER:

Signature of Responsible Owner in Attendance *Date*

Print Name

Street Address

Phone # home and cell

Email address

All- In-One / Amenities Committee Use Only

_____ This request is approved and scheduled for the requested date and time.

_____ This request can not be approved for the following reason.

Signature: All-In-One or Amenities Committee Member *Date*

Creeside Pool Pavilion Use Checklist

CLEANING CHECKLIST

The Association wishes that you experience an enjoyable atmosphere at your function. If you arrive at the Pavilion and discover existing damage prior to your use please immediately contact an Amenities Committee Member, any Board Member or All-In-One Community Management. By not contacting any of the above persons, you may be accepting the responsibility of the existing damage.

This completed Pool Pavilion Use Checklist must be signed and returned before a full or partial refund of your deposit can be issued.

Check In Checklist I encountered the following problems when I arrived at the pavilion:

Please check one or more as needed:

- The main area was not clean.
- Problem: _____

-- or --

- No problems. The pavilion was in good condition and ready for use.**

Check Out Checklist CLEANING CHECKLIST:

Please check each item off as you clean after your event, add notes as needed:

- Floors swept.
- All items, including decorations, brought for my event have been **removed**.
- Trash** is deposited in the A-OK dumpsters located outside of the main pool entrance.
- All furniture in its original placement.
- Committee member, board member or PM **notified** of any damage or cleaning issues

I have left the Pavilion clean and in good condition and it is in condition to be rented immediately by a fellow homeowner.

Signed: _____

Printed Name: _____ Date: _____

FOR CREEKSIDE HOMEOWNERS ASSOCIATION, INC. USE ONLY

I have physically visited the Pool Pavilion and agree that the above items have been completed and recommend the issuance of a full refund.

I have physically visited the Pool Pavilion and found the following items not completed, missing, damaged or otherwise unacceptable

and recommend partial refund or assessment of liability as follows:

and recommend partial refund or assessment of liability as follows:

One signature from the following representatives is required.

Amenities Committee Member / Signature

Date

Board Member's Signature

Date