



**MAINSTREET COMMUNITY SERVICES ASSOCIATION, INC.
CLUBHOUSE USAGE AGREEMENT**

RESIDENT NAME _____

ADDRESS _____

MOBILE AND/OR HOME PHONE _____

TYPE OF FUNCTION _____

DATE & TIME OF FUNCTION _____

PROPERTY ACCOUNT # _____

SET UP TIME _____

CLEAN UP TIME _____

OF PEOPLE _____

ALCOHOL YES OR NO _____

I request permission to reserve the Mainstreet Community Clubhouse for the above function, date, and time. Homeowner also states that association fees are current and will remain current, and that all information is correct. Homeowner agrees to attend the function from beginning to end will surrender valid identification to the Property Monitor at the beginning of the function upon request. Functions of under 30 people – where no alcohol is served – only require one (1) security officer for the entire event. Any functions expecting 31-100 people, or that will serve alcohol, need two (2) security officers during the event. For functions expecting 101 or more people, three (3) security officers are required during the event (not to include set up and clean up). Homeowner acknowledges that 150 is the facility capacity, that all guests will observe the noise ordinance for DeKalb County (vacate building by 2AM) and accepts responsibility for the conduct of guests and any damages incurred during this rental. The Mainstreet Community Clubhouse is for the exclusive and express use of Mainstreet homeowners and their guests only.

DATE _____

SIGNATURE _____

MANAGEMENT USE ONLY

FACILITY USAGE FEE: \$ _____ **DATE** _____

**APPLICATION FOR RESERVATION
MAINSTREET COMMUNITY CLUBHOUSE**

In consideration for Mainstreet Community Services Association, Inc. (MCSA) allowing Homeowner the exclusive use of the Clubhouse on _____, the undersigned acknowledges being a current property owner member of MCSA, a mandatory POA, and agrees to follow all clubhouse rental rules and regulations as follows:

1. **Usage.** Homeowner and MCSA (hereinafter “The Parties”) agree that the Clubhouse is for the private usage of the individual homeowners of Mainstreet Community. Homeowner, in making the reservation to use the Clubhouse, agrees to sign all necessary documents, pay all fees due and **be present during the entire event.**
2. **Purpose.** Homeowner is renting the Clubhouse to be attended by not more than _____ people for the purpose of _____.
3. **Responsibility.** Homeowner agrees to 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 discharges the Association, its officers, directors, and staff, all claims costs, causes of action, and liability for personal injury or death, and damage to or destruction of property arising from use of the Clubhouse and its appurtenances.
4. **Indemnification.** Homeowner agrees to indemnify and hold harmless MCSA, its officers, board members, and 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 attorney’s fees) for any and all injuries to either person or property suffered by Homeowner, family members of the Homeowner, employees, agents, servants, guests, invitees, any member of MCSA or any other person which arises from or is in any way related to the above activity, rental, or use of the Clubhouse.
5. **Attendance and Responsibility for Guest.** Homeowner agrees to personally be in attendance at the Event at all times, including but not limited to overseeing setup of the Event until the time the premises are vacated. Homeowner agrees and represents that the Clubhouse will be used for lawful purposes only, and that if any conduct at the Event violates federal, state, or local laws or ordinances or violates MCSA’s Declarations (CCRs), By-Laws, or Rules and Regulation, Homeowner’s rights to use the Clubhouse or Pavilion under this Agreement shall terminate and MCSA shall have the right to take possession of the Clubhouse and instruct Homeowner’s guests to leave immediately. Homeowner accepts all responsibility for the behavior and actions of all persons present at, attending, or in any other way related to Homeowner’s event and agrees to be personally responsible for causing all such persons to comply with the aspects of this Agreement in its entirety.
6. **Alcohol.** Homeowner assumes all responsibility, risks, liabilities and hazards incidental to the activities applied for (including but not limited to the serving of alcoholic beverages) and hereby releases and forever discharges MCSA, its officers, board members, employees, agents and members present, past 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 Homeowner’s use of the Clubhouse and its appurtenances. If alcoholic beverages are being served, Homeowner agrees to be responsible to ensure that persons under twenty-one (21) years of age are not served. Homeowner understands and agrees that all alcoholic beverages must be removed from the Clubhouse by the end of Event.

7. **Facility Usage Fee/Excess Cleaning or Damages.** Homeowner understands and agrees that the facility usage fee will be used to pay for the rental of the Clubhouse. Any and all violations of this Agreement, including but not limited to Code of Conduct violations or damages resulting to the Clubhouse, its contents, or any other portion of MCSA Property from any actions of the Homeowner or any actions of persons present at or attending or in any other way related to the Event will incur additional fees added directly to the homeowner account and become due and payable immediately thereafter. Unpaid damages or excess cleaning fines will also accrue late fees and interest until paid by the Homeowner, to bring their account current. On behalf of MCSA, the current Management Company will provide Homeowner a period of fourteen (14) business days after notice of excess cleaning or cost of repairs to reimburse MCSA for incurred costs. Homeowner fully understands that any additional charges made against the Homeowner account will result in agreement to pay MCSA for all damages within fourteen (14) days of receipt of a written notice from the MCSA explaining the damage and fees assessed as a result of the damages. An itemized bill for services will be included, if applicable. Homeowner agrees that all fees and expenses incurred by MCSA as a result of the use of the Clubhouse under this Agreement shall be considered an assessment and constitute a lien against the property of the Homeowner and shall be fully collectible in the same manner as assessments as authorized by the Declaration of Covenants, Conditions, and Restrictions for MCSA, (hereinafter CCRs).
8. **Chaperone.** Homeowner agrees that adult chaperones over the age of 25 are required at all parties when the guests are under the age of 17. Homeowner understands no alcoholic beverages will be served to or consumed by guests under the age of 21 anywhere on the interior or exterior of MCSA's premises.
9. **Forfeiture of Future Right to Rental.** *Failure to adhere to one or any of the requirements of this Agreement*, including but not limited to the stated time limit for which the Clubhouse has been reserved, will constitute a breach of this Agreement, and may result in the forfeiture of the Homeowner's right to rent the Clubhouse in the future without express permission from MCSA's Board of Directors. Failure to adhere to one or any of the requirements of this Agreement may also prevent Homeowner from renting Clubhouse in the future.
10. **Cancellation.** Homeowner may cancel the Agreement by providing written notice 21 business days prior to the Event. Reservations canceled in this manner will not incur a penalty, and the entire facility fee will be refunded within 14 business days of said written request for event cancellation. If written cancellations are received 7-20 business days prior to the Event, Homeowner understands and agrees that 50% of the fee will be reimbursed at \$250. For cancellations less than six (6) business days prior to the event, the entire facility fee will be forfeited. The event can, however, be rescheduled to a future date using the same funds **if** the rescheduled date occurs within the same calendar year as the rental original date.
11. **Assignment.** Homeowner may not assign or transfer its rights or obligations under this Agreement at any time or for any reason.
12. **Independent Parties.** Nothing in this Agreement shall be construed as creating a joint venture, partnership, agent or employment relationship between The Parties.
13. **Agreement/Amendments.** This Agreement represents the entire agreement between The Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, written or oral, of every sort.

The duly authorized representatives of The Parties have executed this Agreement (with copy provided to Homeowner) as evidenced below.

Homeowner

MCSA Representative

Homeowners Signature

MCSA Representative Signature

Print Name

Print Name

Address

Title

Mobile Phone /Work Phone

Date

Date

Mainstreet Community Services Association, Inc. ® Clubhouse Usage Agreement

Homeowner Initials _____/MCSA _____