



**KESWICK ESTATES COMMUNITY
ASSOCIATION, INC.**

CLUBHOUSE RESERVATION AGREEMENT

In consideration for the KESWICK ESTATES COMMUNITY ASSOCIATION allowing me the exclusive use of the KESWICK ESTATES COMMUNITY ASSOCIATION Clubhouse and equipment and furnishings, I, the undersigned, agree as follows:

1. I agree to reserve the Clubhouse of the KESWICK ESTATES COMMUNITY on _____ day, _____ month, in the year 2023, under the terms and conditions set forth below.
2. I am reserving the Clubhouse (ONLY) for the purpose of _____ which will be attended by not more than _____ people (no more than ___ persons). This will be a “not for profit” function and in no way will benefit my family or me financially.
3. The party or other function will be held between the hours of _____ and _____ on the date noted above. I understand that I must be at the Clubhouse throughout the duration of the event. I understand that continued use of the Clubhouse after the hours for which it has been reserved will constitute a breach of this Agreement and will result in forfeiture of my deposit.
4. **I understand that a Non-Refundable Rental fee in the amount of \$200 is required** and is due and payable upon submission of this Application and Agreement. **I further understand and agree that a \$300 Refundable Clubhouse Rental Deposit is required** and is also due and payable upon submission of this Application and Agreement (2 separate checks) and will be used towards utility and cleaning costs, any and all damages resulting to the Clubhouse, its contents, or any other portion of the property from any actions or any actions of persons present at, or attending, or in any other way related to my function. If the cost of repairs exceeds the amount of my refundable deposit, I agree to pay the Association the full cost of all repairs within ten (10) days of receipt of a 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 Clubhouse under this Agreement shall be considered an assessment and constitute a lien against my property and shall be fully collectible as such as provided for in the Association's Declaration and By-Laws. Please mail Clubhouse reservation form **and** funds to: KESWICK ESTATES COMMUNITY ASSOCIATION, INC. 2675 Paces Ferry Road, SE, Ste 125, Atlanta, Ga. 30339.
5. I assume all responsibility, risks, liabilities and hazards incidental to the activities applied for (including, but not limited to, the serving of alcoholic beverages, which I will review the County and City requirements for prior to proceeding), and hereby release and forever discharge the Association, its officers, directors, employees, agents and members, past, present 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 my use of the Clubhouse and its appurtenances.
6. I agree to indemnify and hold harmless the Association, Fieldstone Realty Associates, LLC, the Board of Directors, its officers, directors, employees, agents and members, past, present and future, from any and all claims, costs, causes of action and liability (including, but not limited to, attorneys fees) for any injury, to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees or any member of the Association or any other person which arise from or are in any way related to the above activity, whether or not caused by the Association's negligence.
7. 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 Association's Declaration, By-Laws and Rules and Regulations.
8. I understand that I am ONLY being granted the exclusive use of the Clubhouse for the time period described above subject to the right herein reserved by the Association. The pool, pool deck, fitness room, or any other common area are NOT part of this agreement and not to be reserved for private events.

9. I am at least eighteen (18) years of age, a KESWICK ESTATES COMMUNITY owner, and in good standing with my association assessments. I hereby agree and represent that the Clubhouse will be used for lawful purposes only and that if any conduct at the function I am sponsoring violates federal, state, or local laws or ordinances, my rights to use the Clubhouse under this Agreement shall be terminated and the Association shall have the right to take possession of the Clubhouse and instruct my guests to leave the property.

10. In the event of cancellation of my reservation forty-eight (48) hours or more before the reservation date, the refundable deposit will be refunded in full. Cancellation after this time period will result in a charge of \$100, which will be subtracted from the refundable deposit.

11. I understand that my reservation of the Clubhouse on the aforementioned date will not be confirmed, nor will this Agreement be binding until such time as this Agreement has been executed by the Association.

12. I understand that the clubhouse is under Surveillance. This reservation is **ONLY** for the use of the Clubhouse. If any guest enters the lower fitness level, this will result in loss of deposit and availability to reserve the clubhouse in the future.

13. Please indicate number of guests attending.

Mail form and funds to:
Keswick Estates Community
2675 Paces Ferry Rd SE, Ste. 125
Atlanta, GA 30339

Owner Name: _____

Address: _____ Access Card/Proximity Numbers (TRL#) _____

Home Phone _____ Cell Phone _____ Email _____

Signature _____ Date _____

Number of Guests over 16 years old attending event (must not exceed 35 guests in total) _____

FOR ASSOCIATION USE ONLY:
Agreed to and accepted by Association:
By _____
Title _____

Date _____