

Alstead

Pavilion and Pool Reservation and Usage Agreement

I understand and agree to all of the following conditions in reserving, and using, Alstead Neighborhood Association's Pavilion and Pool:

On _____ (date), From (time) _____ To _____
For _____ (event) with approximately _____ in attendance.
Name: _____
Address: _____
Home Phone: _____ Alternate Phone: _____

I am requesting rental of the **Pavilion and/or pool**:

1. I am a homeowner in good standing with Alstead Neighborhood Association. (All Annual and Special Assessments are current with no outstanding liens or covenant violations.)
2. I understand that by reserving the pavilion and/or pool area it does not give my party exclusive rights to the pool. Other homeowners and their guests can enjoy the pool area at the same time as your party.
3. I agree to accept any and all responsibility for any costs to correct and/or repair any damage done to the furnishings or property in the pavilion or pool premises in relation to the usage of the this area. This includes prohibiting the use of thumbtacks, nails, staples, glue, tape, etc. to affix anything to the walls, doors, furniture, trim, etc. Furnishings are not to be taken outside the gate. If any damage occurs through this type of use, repairs will be made and the cost will be deducted from the deposit. If damage is found to be in excess of \$250.00, I understand I will be billed for the excess and my deposit will not be refunded.
4. I agree to pay according to the following deposit and rental schedule.

(Rental fee is mandatory and non-refundable):

Deposit (refundable) \$150.00 Check # _____

Pavilion and/or Pool Rental Fee (non-refundable) \$65.00 Check # _____

*****Two separate checks should be made out to *Alstead Homeowners Association******

**All checks must be mailed to:
Alstead Neighborhood Association, Inc.
Attention: Kyle Waidner
2675 Paces Ferry Road Suite 125
Atlanta, GA 30339**

The deposit check will be refunded after an inspection has been made to verify that no damage has occurred, the pavilion and pool was cleaned and returned to the original condition it was found in, and that all conditions of this agreement have been met. **The pavilion, pool area and bathrooms are expected to be cleaned and returned to its original condition by the renter following their event. However, if the pavilion pool, and/or bathrooms are in need of further cleaning, a \$75 cleaning fee will be assessed from the renter's initial deposit to meet this need.** Cancellation of the pavilion and/or pool reservations, less than 7 days prior to scheduled function, will result in assessment of a \$45.00 handling fee. Cancellation must be sent via letter, email, or fax. **(NO PHONE CALLS).**

5. The pavilion and/or pool Conditions Checklist must be completed accurately describing the conditions of the pavilion and pool at the time of the walk through with a Pool Committee Representative, prior to the event.
6. I agree to leave the pavilion and pool in the same manner in which I took possession of it by removing all trash and placing it in the trash containers outside the pavilion
7. **The resident Homeowner responsible for scheduling the use of the pavilion must be present at all times, while the scheduled function is in progress. The resident Homeowner is also responsible for supervising anyone under the age of 21.**
8. Alcohol may only be consumed by those residents and their guests whom would otherwise be lawful of consumption under applicable city, county, and state laws. The present minimum age is 21. By allowing the private consumption of alcoholic beverages at pavilion and/or pool functions by homeowners and their guests, Alstead Neighborhood Association does not assume liability in any form, implied or otherwise, that may arise as a result of said consumption. The selling of alcohol is strictly prohibited.
9. **Smoking in the pavilion, or around the pool area, is strictly prohibited.**
10. Hours for the Alstead pavilion and pool usage are 7:00 AM to 10:00 PM, Sunday through Saturday. Extension of these hours for any reason, other than a Homeowners Association function, requires written approval of the Homeowners Board of Directors. Failure to abide by these hours may result in a penalty, up to the deposit fee, and suspension of the use of the Associations' facilities. ****Please note that the reservation of the pavilion will not be allowed on holidays or holiday weekends due to an anticipated increase in demand. ****
11. Furniture must remain in its original position. All tables and chairs must be returned to their original place.
12. Pavilion fan/lights must be turned off and all gates closed and locked prior to vacating the premises. Failure to comply will result is a minimum of a \$50 penalty to the homeowner, which will be deducted from the deposit.
13. Animals are prohibited, at all times, in the pavilion and pool areas.

I understand and agree to indemnify and hold harmless the Association, its officers and directors, agents, and employees from and against any and all claims, liabilities, losses, damages, actions, costs, expenses, and damages of any party made against the Association, its officers and directors, agents, and employees arising out of or in connection with any party or event held in the pavilion or pool area by a homeowner pursuant to the reservation agreement or otherwise.

I understand that the Association reserves the right to enter the pavilion and pool and terminate my use thereof, should I violate any term hereof or should the conduct of any person using the facility endanger the health, safety, or wellbeing of any person or constitute a threat to any property.

I understand and agree to all of the above conditions reserving and using the Alstead Neighborhood Association pavilion and/or pool.

Homeowner (please print)

Date

Homeowner's Address

Homeowner's Phone Number

Homeowner's Signature

Fieldstone authorized signature