

BARRINGTON TRACE PROPERTY ASSOCIATION, INC.

Clubhouse and Pool Reservation and Use Agreement

In consideration for the Barrington Trace Property Association, Inc. (Association) allowing me the exclusive use of the Barrington Trace Clubhouse, equipment and furnishing.

I am a member of the Association in good standing and my HOA fees are paid in full. I agree to the following:

1. Reservation of the Clubhouse and Pool

- a. I am reserving the Clubhouse for the purpose of (The Function), which will be attended by people, but not more than **104**. I hereby acknowledge that this Clubhouse Reservation and Use Agreement shall only be for the use of the Clubhouse area and equipment, and shall not include use of the pool or pool area, unless agreed to herein. **POOL USE IS NOT EXCLUSIVE TO ANY FUNCTION.** The clubhouse contract can be canceled due to COVID concerns. Your initials indicate agreement with the COVID cancellation policy. () initials.
- b. The Clubhouse and Pool areas **are non-smoking.**

2. Clubhouse & Pool Rental Rate

- a. Basic Rental Rate: \$300 for up to 8 (eight) consecutive hours
- b. Full Day Rental Rate: \$450 for up to 16 (sixteen) hours
- c. Additional Hourly Rate: \$25.00 per hour for each hour before or after basic rental. Must be approved by Clubhouse Rental Chair.
- d. Pool Rental Rate: \$150 for rental of the pool. Use of the Pool: Yes No
- e. Deposit: A deposit of \$200 is required to rent the clubhouse, which will be refunded after the clubhouse is restored to its original state following the rental.
- f. Payment: Make Check Payable to: Barrington Trace HOA or BTHOA and submit with [Agreement via email](#) or you can make your reservation and pay online by [clicking here](#).
- g. For more information: **Contact Angela Stover – 404 784-6386 or email her at angela.stover@ymail.com**

3. Clubhouse & Pool Availability

- a. The Clubhouse is available between the hours of 8:00 am until 12:00 pm
- b. The Pool hours are from dawn until 9:00 pm, unless approved in advance.

4. Rental Request and Guidelines

- a. Date:
- b. Time: From To
- c. I understand the use of the Clubhouse and pool before or after the hours for which it has been reserved will constitute a breach of this Agreement and will result in forfeiture of my deposit, unless I have the written authorization from the authorized agent of the Association.
- d. I submit payment in the amount of dollars to the Barrington Trace Homeowners Association as a rental fee for the clubhouse, a security deposit in the amount of **\$200** and a service fee in the amount of \$150 dollars for the use of the pool, if applicable, which is due and payable upon submission of this Agreement.

BARRINGTON TRACE PROPERTY ASSOCIATION, INC.

Clubhouse and Pool Reservation and Use Agreement

- e. I understand and agree that the deposit will be used to pay for:
 - i. Additional hours
 - ii. Cleaning costs
 - iii. Damages resulting to the Clubhouse/Pool, its contents or any other Association property from my actions or any actions of person(s) attending or in any way related to the Function.
 - iv. The designated agent of the Association (Clubhouse Committee Chair or designee) shall inspect the premises within 24 (twenty-four) to 48 (forty-eight) hours after the Function.
 - v. I understand that any charges made against my deposit will be explained in writing.
 - vi. If costs of repairs exceed the amount of my deposit, I agree to pay the Association the full cost of all repairs with 10 (ten) days of receipt of a written explanation of the damages and an invoice from the Association for the repairs.
 - vii. I agree that all deposits, fees, cleaning and repair charges and any and all other expenses incurred by the Association as a result of the use of the Clubhouse/Pool under this Agreement shall be fully collectible as provided for in the Association's Covenants and Bylaws.
 - viii. Pool use shall be strictly prohibited unless I have indicated my use in Section 1. If so indicated "Clubhouse" shall be deemed to include the pool and pool area.
 - ix. To utilize the pool and pool area, I must make arrangement to provide at least 1 (one) lifeguard at my expense and provide proof to the Association that I have done so at 24 (twenty-four) hours prior to my event.
 - x. I agree that I shall personally contract with the lifeguard(s). Contact the Clubhouse Committee Chair for possible lifeguard referrals.
 - xi. I understand that the pool will not exclusive, and that other Association Residents and their guests may be using the pool during the time frame of my reserved event.

5. Assumption of Liability

- a. 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 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, the pool and accessories.
- b. If alcoholic beverages will be served at or brought to the activity, I understand and agree that I am responsible for ensuring that any consumption or serving of alcohol at the activity is done in accordance with Georgia law.
- c. Specifically, I hereby agree that if alcohol beverages are served at the Function; alcoholic beverages shall:
 - i. Not be sold at the Function
 - ii. Not be served or allowed to be provided to minors at the Function
 - iii. Shall only be provided to adults in a responsible manner
 - iv. Only be provided in accordance with Georgia law and that there are designated drivers.

BARRINGTON TRACE PROPERTY ASSOCIATION, INC.

**Clubhouse and Pool
Reservation and Use Agreement**

- d. I understand and agree that if my rental includes the use of the pool, I am strictly prohibited from serving or permitting alcohol to be consumed by swimmers or anyone intending to enter the pool at my event.
- e. I agree to be bound by the Clubhouse and Pool Rules and Regulations (R&R) and to clean the facilities after use as required by the R&R.
- f. I acknowledge that I have received a copy of the R&R attached hereto and incorporated herein.
- g. The Association shall provide a clean and orderly facility for the function and shall ensure there is toilet paper, hand soap, paper towels, large trash bags, mop and broom in the Clubhouse.
- h. I understand that I am being granted use of the Clubhouse for the time period described on page 1. Subject to the right herein reserved by the Association to enter the Clubhouse and adjacent areas and terminate my use thereof should the music, noise, or conduct of any person using the facilities create a public nuisance, endanger the health, safety, or well-being of any person or constitute a threat to any property.
- i. I understand and agree that the Association does not provide security, in the event of an emergency, and I and my guests should call 911 for assistance.
- j. 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 and/or Clubhouse Committee Chair.
- k. I have carefully read and understand this Reservation and Use Agreement and agree to be bound by the terms of the Agreement and the Rules and Regulations.

Name

Date

Address

Cell or Home Phone Number

Signature of Renter

Signature of Association Representative

Effective May 23, 2022

BARRINGTON TRACE PROPERTY ASSOCIATION, INC.

Clubhouse and Pool Reservation and Use Agreement

FOR ASSOCIATION USE

Accepted - Denied

Security Deposit \$	Date Received
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Rental Fee \$	Date Received
100	1/1/2020
100	2/1/2020
100	3/1/2020
100	4/1/2020
100	5/1/2020
100	6/1/2020
100	7/1/2020
100	8/1/2020
100	9/1/2020
100	10/1/2020
100	11/1/2020
100	12/1/2020
100	1/1/2021
100	2/1/2021
100	3/1/2021
100	4/1/2021
100	5/1/2021
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100	5/1/2030
100	6/1/2030
100	7/1/2030
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100	10/1/2030
100	11/1/2030
100	12/1/2030
100	1/1/2031
100	2/1/2031

Additional Hours \$ _____ Date Received _____

Service Fee (Pool) \$ _____ Date Received _____

Deposit Returned	\$	Date Returned
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Description of Damages Deducted from Deposit or Reason for Rental Denial