## **EXHIBIT "A" CLUBHOUSE RULES AND REGULATIONS**

## **RESERVATIONS**

Reservations must be made with Community Management Associates at 404.835.9100. A deposit of \$200.00 is required to insure proper cleaning and care of the Clubhouse. The current charge for the Clubhouse rental is \$50.00 per resident event.

The rental charge and deposit should be in separate checks so your deposit can easily be returned after inspection by a committee member. The rental charge must be paid when reservation is made. Rental charge will be refunded only if cancellation notice is given a minimum of seven (7) days in advance. Checks should be made out to "The Ridge Club, Inc."

Reservations will be on a first come, first serve basis and must be made at 5 days in advance.

## **RULES**

- 1. The Ridge homeowner making reservations must be current with their membership fees.
- 2. All clubhouse rentals must be placed on the calendar with CMA Management.
- 3. Rental of Clubhouse is limited to The Ridge homeowners in good standing.
- 4. The Fire Marshal requires that no more than seventy-five (75) people occupy the Clubhouse at any one time.
- 5. The Ridge homeowner must be present during the entire rental period.
- Rental of Clubhouse does not include pool or pool area.
- 7. Any damage or loss of Clubhouse property (furniture, interior, exterior, etc.) will be the responsibility of the homeowner making the reservation. No pictures or posters shall be hung on Clubhouse walls.
- 8. No grilling allowed in or around the Clubhouse. Grilling is allowed in the parking lot.
- 9. No smoking in the Clubhouse. If smoking occurs outdoors, butts, matches, etc., must be disposed of property. Do not throw into fireplace.
- 10. Noise (music, etc.) must be kept at a level as not to disturb homes in the vicinity of the Clubhouse.
- 11. Parked cars should not block homeowner's driveways.
- 12. Décor: The use of birdseed, glitter, rice and confetti within the Clubhouse is not allowed. If it is used, money from the security deposit will be used for cleanup. No candles are to be used. Painter's tape is the only tape allowed on floors. The use of duct tape on floors, walls, furniture or any other property of the Association is prohibited. If duct tape is used, your entire security deposit will be kept. If any chewing gum is found on the floor or elsewhere, a sum of \$25 will be taken out of the security deposit.
- 13. Clubhouse must be vacated by 11:00 p.m. Sunday through Thursday; 12:00 midnight Friday and Saturday. Homeowner assumes the responsibility for securing the clubhouse, turning off lights and fans.

- 14. Clubhouse must be restored to proper order no later than 12:00 noon the day following the party or function.
- 15. Clubhouse keys to be returned to the Clubhouse Chairperson or Committee Member the day following the function, unless other arrangements are made, or deposit will be forfeited and homeowner will be charged for locks to be changed.
- 16. Cleaning of Clubhouse should include:
  - Pick up and dispose of all paper and food.
  - Wipe off all tables and countertops.
  - Leave nothing in the refrigerator.
  - Clean the kitchen and bathrooms. Cleaning supplies are homeowner's responsibility.
  - Take down any decorations (no holes are to be put into walls or ceilings.)
  - Vacuum the entire Clubhouse (floors and furniture)
  - · Mop the hardwoods and tiled areas.
  - Place garbage in containers provided.
  - Any trash that will not fit inside the outside containers must be removed from the premises.
  - Turn down the heat (55°) or adjust air conditioning (80°).
  - Turn off all lights and fans.
  - · Lock all doors.
  - Ensure parking lot is free of all debris resulting from the party.
- 17. Security deposit will be returned after cleaning service reviews the clubhouse surroundings. Security deposit will not be returned until cleaning service provides approval thru the Clubhouse Committee Chairperson.

## CLUBHOUSE RESERVATION AGREEMENT

In consideration for The Ridge club, Inc. ("Association") allowing me the exclusive use of the Clubhouse and equipment and fixtures herein ("Clubhouse") on \_\_\_\_\_\_ from \_\_\_\_ to \_\_\_\_, I, the undersigned, am a member in good standing of The Ridge Club, Inc. and agree as follows:

- 1. The premises (including the Clubhouse and parking lot) will be inspected by a Committee member before and after occupancy of the building.
- 2. I am renting the Clubhouse for the purpose of (the "Event") which will be attended by not more than \_\_\_\_\_ people. (Not more than 75 per fire code)
- 3. I agree to the time limit (Sunday through Thursday, no later than 11:00 p.m.; Friday and Saturday, no later than 12:00 midnight.
- 4. I agree to bound by the Clubhouse rules and to have the premises cleaned by 12:00 noon the day following the party or function. Please perform the following as minimum cleaning required:
  - Pick up and dispose of all paper and food.
  - Wipe off all tables and countertops.
  - Leave nothing in the refrigerator.
  - Clean the kitchen and bathrooms. Cleaning supplies are homeowner's responsibility.
  - Take down any decorations (no holes are to be put into walls or ceilings.)
  - Vacuum the entire Clubhouse.
  - Mop all hardwoods and tiled areas.
  - Place garbage in containers provided.
  - Any trash that will not fit inside the outside containers must be removed from the premises.
  - Turn down the heat (55°) or adjust air conditioning (80°).
  - Turn off all lights and fans.
  - Lock all doors.
  - Ensure parking lot is free of all debris resulting from the party.
- 5. I will make arrangements to pick up the key prior to my reserved date and will return it the day following the party or function unless other arrangements are made. I certify that I will retain the Clubhouse key in my possession, not loan it to anyone nor have it duplicated.
- 6. When reserving the Clubhouse, this does not include the use of the pool, tennis courts or surrounding the common areas.
- 7. 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, property managers, committee members, employees, agents and members present, past and future, form 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 and that of my guests.
- 8. I agree to indemnify and hold harmless the Association, its officers, directors, employees, agents, property managers, committee members 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 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, Event and/or use of the Clubhouse.

- 9. This agreement and the check must be signed by the homeowner in order to reserve the Clubhouse.
- 10. I have read and understand the Clubhouse rental fees stated in the Clubhouse Rules and Regulations and below in this Paragraph 11 and understand that these fees must be paid to the Association with the submission of this Agreement. A reservation is confirmed at the time the two checks and the Association receives this signed Agreement. The checks should be made payable to "The Ridge Club, Inc." 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 fully executed by me and approved and executed by the Association, and the rental fee and deposit are paid in full.

<u>Private Party Fee:</u> One (1) fee of Fifty (\$50) dollars (non-refundable) to go to The Ridge Club, Inc. A deposit of One two hundred (\$200) dollars (refundable subject to the rules in this Agreement) will be returned after inspection of the premises. **The rental fee and deposit should be made in two** (2) separate checks payable to "The Ridge Club, Inc."

I further understand and agree that this deposit will be used to pay for cleaning costs and any and all damages resulting to the Clubhouse, it's contents, or any other portion of the Association property from my actions or any actions of persons present at, attending, or in any other way related to my party or functions. If costs of repairs and/or proper cleanup exceed the amount of my deposit, I agree to pay the Association the full cost of all repairs and/or cleanup expenses 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.

- 11. I am a member of the Association, am at least twenty-one (21) years of age, and will be in attendance at my party or function. I agree and represent that the Clubhouse will be used for lawful purposes only and that if any conduct at the party or function I am sponsoring violates federal, state, or local laws or ordinances or violates the Association's declaration, By-Laws, or Rules and Regulations, my rights to use the Clubhouse under this Agreement shall terminate and the Association shall have the right to take possession of the Clubhouse and instruct my guests to leave. The member reserving the Clubhouse must be present for the entire length of the function.
- 12. I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to the Event and agree to be personally responsible for causing all such persons to comply with the Association's Declaration, Bylaws, Common Property Use Rules and Policies. I acknowledge that violation of any provision of the Association's Declaration, Bylaws, Common Property Use Rules, or Policies by any person present at, attending, or in any other way related to the Event, may, in the sole discretion of the Association's Board of Directors, result in forfeiture of my deposit.
- 13. I understand that I am being granted the exclusive use of the Clubhouse for the time period described above, subject to the right herein reserved by the Association to enter the Clubhouse and adjacent areas and terminate my use thereof should the music or noise level become audible from outside the Clubhouse or the conduct of any person using the facilities endanger the health, safety, or well-being of any person or constitute a threat to any property.
- 14. I understand and hereby agree that if alcoholic beverages are served at the Event then alcoholic beverages shall: (1) not be sold at the Event, (2) not be served or allowed to be provided to minors

at the Event, (3) only be provided to or served to adults in a responsible manner, and (4) only be provided in accordance with Georgia law. I further agree to name the Association as an additional insured on a Commercial General Liability insurance policy, including host liquor liability, of a minimum of \$1,000,000. A copy of a certificate of insurance must be submitted at least ten (10) days before the event.

- 15. If alcohol is served at the Event, I understand that the Association's insurance coverage does not provide for claims, damages, liability and/or judgments which occur or arise as a result of injury or loss suffered by any person or property directly as a result of the use or consumption of alcohol during the Event.
- 16. I understand and agree that the Clubhouse is a private facility and shall not be used for commercial or for-profit purposes.
- 17. I understand and agree that all attendees must adhere to a proper code of conduct, which will not cause injury to any other persons, or to the Clubhouse and its furnishings and which conduct does not include any illegal activities, including, but not limited to, possession and/or use of illegal drugs and gambling. Any damages to the Clubhouse or related facilities or contents will be deducted from the deposit and, in the event that such damages exceed the amount of the deposit, the undersigned shall be personally liable for all costs of repairs. Furthermore, I understand that the Association will specially assess me for all such damage, which assessment will constitute a continuing lien on and against my Ridge Club Lot.
- 18. I have carefully read and understand this Clubhouse Rental Agreement and the Policies and agree to be bound by their terms. I understand and agree that the Clubhouse shall be provided as-is, and the Association makes no warranty to me regarding the suitability of the Clubhouse for my intended use.
- 19. I agree and understand that the Association shall have the right of access to the Clubhouse, without notice, for inspection. In case of emergency, management, other Association agents or official authorities may enter at any time to protect life and prevent damage to the property.
- 20. I agree and understand that the Association shall not be liable for damages to any quest's property of any type for any reason or cause whatsoever.
- 21. I agree and understand that no animals or pets of any kind shall be allowed, with the exception of seeing-eye dogs or as otherwise approved by the Association in advance of the Event. The Association may have any unapproved animals removed from the Clubhouse and a fine of \$500.00 may be levied.
- 22. I agree and understand that smoking is prohibited in the Clubhouse.
- 23. The Association does not provide security; if you should have an emergency, please call 911.
- 24. I agree that the Association's grant of permission to me hereunder to use the Clubhouse for my Event constitutes and creates a License only that can be terminated according to the terms hereof, and does not confer upon me any leasehold or other property interest in the Clubhouse or any other real property. I agree that my use of the Clubhouse hereunder contemplates a permissive use of the Clubhouse and is made with the express consent of the Licensor for the limited purposes described herein,
- 25. I have carefully read and understand this Clubhouse Reservation Agreement and agree to bound by its terms and the terms of the Clubhouse Rules and Regulations, which are attached hereto as Exhibit "A" and incorporated herein by reference. I understand that should I fail to comply or breach any of the foregoing terms and provisions, I will be subject to loss of my damage deposit, fines, future reservation privileges and possible other sanctions.

The Ridge Cl	ub. Inc.	Clubhouse	Reservations	<ul> <li>Resident –</li> </ul>
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Owner's Signature	Home Telephone	
Please Print Name	Business Telephone	
Ridge Club Address	E-mail Address	
APPROVED AND ACCEPTED BY ASSOCIATION: RIDGE CLUB HOMEOWNERS ASSOCIATION, INC.		
Ву:		
Name:		
Title:		
Rental Fee & Security Deposit Received:	(Yes or No)	
Event Added to Calendar:	(Yes or No)	

Send contract and checks to: Community Management Associates 1465 Northside Drive, Suite 128 Atlanta, GA 30318