

SHILOH RECREATION CLUBHOUSE I POOL RENTAL AGREEMENT

Please read and complete the following contract. **It is the responsibility of the Lessee to understand all rental rules and guidelines outlined in this contract.** If there are questions about anything outlined in this contract, contact the clubhouse rental agent (Clyde Foster or Angela Banks) at shirecinfo@gmail.com. The pages included with this contract should be maintained by the lessee during the rental in case any questions should arise. This contract is a legally binding agreement between Shiloh Recreation, Inc. (ShiRec) owner/operator of the facilities located at 2801 Calumet Farm Lane, Snellville, GA 30039 and you, the lessee, as indicated below.

SHILOH RECREATION, INC. MEMBER / SPONSOR

Lessee must be either a member in good standing (no outstanding fines or assessments) of Trotters Ridge Owners Association or Bridlegate Property Owners Association (Shiloh Recreation, Inc. member) or sponsored by a member in good standing. Sponsors must attend the rental activity.

RENTAL RATES

HOMEOWNERS	NON-HOMEOWNERS
\$375 for 4-hour clubhouse rental \$50 for each additional hour	\$475 for 4-hour clubhouse rental, \$50 for each additional hour
\$300 for &hour pool rental, plus hourly rate for pool attendants to be on duty	\$400 for 4-hour pool rental, plus hourly rate for pool attendant to be on duty
\$675 for 4-hour rental of pool & clubhouse, plus hourly rate for pool attendant	\$875 for 4-hour rental of pool & clubhouse, plus hourly rate for pool attendant *

Note: if pool parties are for age group 15-25-year-old, lessee must hire a uniformed police officer to be on premise.

LESSEE INFORMATION

Name _____

Address _____

City _____

Zip code _____

Email Address _____

Cellphone _____

Reservation Information

Clubhouse

Pool

Clubhouse and Pool

Rental Date _____

SHILOH RECREATION CLUBHOUSE-POOL AGREEMENT

Time of Event _____

Time Request Building Open _____ Time Building Closed _____

*All Clubhouse Rentals and clean up MUST END by 12:00 midnight INITIAL _____

Description of Event _____

Number of Guest _____ Per the Gwinnett County fire code the maximum occupancy is 117

Which of the following will be used/served? •

Food and Soft Berages

Alcoholic Beverages

Decorations _____

RESERVATION AND CANCELLATION POLICY

To reserve the facility, Lessee must provide a deposit of \$200 which is due within seven days after the renter speaks with board member to confirm the date. We will not hold the date after the seventh day if the deposit is not received. This deposit is fully **refundable** pending inspection of property and will only be charged to cover damages or charges incurred from rental use.

Please note:

- a The Lessee is responsible for all damages and is required to clean up the facility, including the grounds and parking areas.
With a complete contract, Lessee is responsible for the reservation charge that can be paid by cash or check.
Cancellation within 2 weeks of the rental date, Club retains half of the full rental payment.
- e If the rental date is changed to another date at any time, \$50 will be forfeited from the deposit due to the loss of rental. Lessee is then responsible for full payment of the new rental time and the \$50 charge is no longer applicable. (see below for Rental Payment).
Deposits will be returned within 10 business days via CashApp, PayPal or Zelle.

INITIALS: _____

RENTAL PAYMENT

Full payment of rental is required at least 2 weeks prior to rental date. If reserved within 2 weeks of rental, then full payment is required with contract.

Pricing includes set up and breakdown

Total Rental Hours _____

Total Rental Payment Due _____

Initial _____

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1. **AGE.** The Lessee must be 21 years of age or older and must be on site during the entire rental function. Any function for those younger than 21 years old must have adult supervision for which the adult is responsible for all terms of this contract. Lessees are not allowed to rent the facility and then not attend/supervise the function.
2. **FINANCIAL RESPONSIBILITY.** The Lessee is financially responsible for any and all damage occurred at the club, pool, or surrounding area while in possession of the rental key.
3. **DECORATIONS.** The Lessee must have all decorations approved by the Club Manager and may not use any decorations that will cause damage to the walls, wood, floor, or windows or any other part of the club. Decorations must be removed at the end of the rental.
4. **FURNISHINGS.** Lessee must return all furnishings to the positions originally found prior to the start of the rental.
5. **KEY.** The Clubhouse manager will open the clubhouse 1 hour prior to the rental. The Clubhouse manager will return to the clubhouse at the appointed time that your contract rental states that the event ends.
6. If you must arrive early to decorate, that time must be included as part of your rental usage/set UP time. Any contracted work i.e., caterers or DJ's must also comply with the agreed upon time. The Lessee must supply any additional tables, chairs, etc. that may be needed and are not on the premise. If any additional equipment is going to be used, please plan these arrangements with the Club Manager no later than one week prior to the event. All additional equipment must be delivered and removed when the rental is scheduled to finish unless other arrangements are made with the Club Manager.
7. **ACCESS.** The Lessee and all guests on the property during the rental are to use only those areas of the facility that are specified in this contract. Failure to do so could lead to forfeiture of deposit and additional fees. Facilities available for access by lessee:
8. **Pool Rental:** Pool area and bathrooms on pool level only (access to upper floor of clubhouse is strictly forbidden).
9. **Clubhouse:** Upper floor of clubhouse to include food preparation area and deck/porches and bathrooms on lower floor (**access to pool area is strictly forbidden**).
10. **MANAGEMENT ACCESS.** Management has the right to be present or visit the club during the rental to make sure all the rules and policies are being followed. If during the visit the management finds any rule violations the manager has the right to enforce rules and/or end the function with loss of fee and deposit.
11. **NOISE.** In compliance with the TROA Noise Ordinance, all rentals are required to play any music in moderation so that it does not disturb area residents. If noise complaints are made, the club reserves the right to terminate Lessee's contract without refund of rental payment. The Noise Ordinance is strictly enforced after 9:00 p.m. It is the Lessee's responsibility to make any contracted workers aware of this Neighborhood policy.

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12. **ALCOHOLIC BEVERAGES.** If any alcoholic beverages are to be served at the rental, the Lessee assumes full responsibility. The Lessee must obey all state alcohol regulations and is responsible for fines should those laws be violated. You may not charge for alcoholic beverages. No brown bagging is permitted by guests. The Lessee assumes responsibility that no one under the age of 21 can be served or consume alcoholic beverages; no one who is intoxicated can be served alcoholic beverages; any intoxicated guest must not be permitted to drive home when leaving their function and the Lessee assumes full responsibility for guests when alcohol is served.
13. **ADMITTANCE CHARGE.** The lessee may not charge admittance to the clubhouse during rental without prior Management approval.
14. **POLICE OFFICER.** The Club also reserves the right to require an off-duty Police Officer to be present during the entire party if deemed necessary by the nature of the event at the expense of the lessee.
15. **LIFEGUARD.** Pool rentals will require the use of a separate lifeguard for every 20 people in attendance. Lessee is responsible for the cost of the lifeguard.
16. **PARKING.** The ShiRec facilities are in the Trotters Ridge subdivision, the following rules apply. As parking is limited, we suggest carpooling.
 - a. Signs are placed around the facility to notify the renter that aN parking must be done in the clubhouse parking areas (front & through the driveway gate to the back). There is **NO** parking on any of the streets.
 - b. Failure to observe these rules is a violation of the fire codes and vehicles are subject to towing.
17. **MAXIMUM OCCUPANCY.** Limited to **117 persons** by Gwinnett County Fire Marshal.
18. **TAPE/STAPLES/Puddy** - Renter must use **Wall safe tape ONLY** on walls. Renter will be responsible for damage to walls if damaged which could result in forfeiture of your deposit.
19. **ILLEGAL ACTIVITY.** Lessee is responsible to ensure no illegal activity occurs on any ShiRec property during the term of the rental. Activities expressly prohibited include, but are not limited to, gambling, drug use, underage alcohol consumption. **INITIALS:** _____

SHIREC POOL AND CLUBHOUSE RENTAL RELEASE

1. Lessee will accept full responsibility for the use of this facility during scheduled rental hours. Rental ends by 11:59 PM
2. Pool rental does NOT entitle renter to use the clubhouse or its facilities. Clubhouse rental does not entitle renter to use the Pool or its facilities
3. Any damages incurred during scheduled rental hours will be paid by the applicant.
Applicant agrees to clean up after themselves, leaving the facility in the condition found, or better.
4. Lessee will lock facility and is responsible for checking out a key, setting up tables / chairs and cleaning up afterwards.
5. Applicants must make a deposit and pay the rental fee to secure a date and time for pool rental.
6. The Pool and Clubhouse facility will be inspected by the club house manager or designated personnel to check for cleanliness following the rental.

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7. If there appears to be any damage to the pool/clubhouse or surrounding areas, or the pool/clubhouse facilities have not been cleaned properly, your deposit will be forfeited up to the amount of deposit.
8. If there is damage above the deposit amount, the renter agrees to pay all damages.
9. **Deposits will be refunded within 10 business days by mail.**

I hereby release and hold harmless the Shiloh Recreation, Inc., its officers, employees, and volunteers from liability for damages, cost and expenses which may incur as a result of property damage or personal injury in connection with renting the above facility. Shiloh Recreation, Inc. is not responsible for any lost, stolen, or damaged property used or left at the facilities. **INITIALS:** _____

I have read and understand the responsibilities of a lessee renting the facilities. **INITIALS:** _____

COVID DISCLAIMER

UNDER GEORGIA LAW, THERE IS NO LIABILITY FOR ANY INJURY OR DEATH OF AN INDIVIDUAL ENTERING THESE PREMISES IF SUCH INJURY OR DEATH RESULTS FROM THE INHERENT RISK OF CONTRACTING COVID-19. YOU ARE ASSUMING THIS RISK BY ENTERING THESE PREMISES.

ACKNOWLEDGEMENT OF CONTRACT

I have read and understand the Rental Contract and agree to the terms.

Signature / Date