

# Maiden Creek Landing Homeowners Association

Maiden Creek Landing River House, 13 St. Andrews Court, Suite 201, Brunswick, GA 31520

## Application and Contract for Rental

Property Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Day: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ beginning \_\_\_\_\_ AM/PM ending \_\_\_\_\_ AM/PM

Type of Event: (Please Specify): \_\_\_\_\_

How many adults \_\_\_\_\_ children under 18? \_\_\_\_\_?

Will there be alcohol at this event? \_\_\_\_\_ Insurance required, please see *Rental Contract* for requirements.

For Office use only

\$125.00 Estimated Cleaning Fee payment received  Check No. \_\_\_\_\_ Money Order No. \_\_\_\_\_

\$500.00 Security Deposit payment received  Cert Check No. \_\_\_\_\_ Money Order No. \_\_\_\_\_

- Association dues must be current in order to reserve the facility. Accounts with a balance will have the paperwork returned.
- Reservations available on a "first come, first served" basis up to six months in advance.
- You must submit the *Application and Rental Contract* with a Certified Check or Money Order in the amount of \$500.00 for the deposit to hold your reservation. **Make Checks or Money Orders payable to the Maiden Creek Landing Home Owners Association.**
- Allow two weeks to process the reservation application.
- If consumption of alcohol will be permitted, proof of liability insurance must be received by the HOA within 7 days of contract date in order to confirm reservation.
- I have read the provisions of the attached *Rental Contract* and agree to comply with same.

Property Owner's Signature \_\_\_\_\_ Contract Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Applications will be confirmed in writing upon receipt of this form and the payment. The confirmation letter includes the key pick-up information and the cleaning checklist. Please keep your copy of this *Application and Rental Contract* for your records.

Bring this contract with payment to:

Maiden Creek Landing Home Owners Association  
13 St. Andrews Court, Suite 201  
Brunswick, GA 31520  
912-554-0095

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## Rental Contract

The Maiden Creek Landing River House may be rented by Maiden Creek Landing Property owners only. **Two adults must accompany each child under eighteen years of age at this facility.** You may not tape, tack, or otherwise attach any decorations to the walls or fixtures. **I agree that there is to be no smoking in the clubhouse.** It is expected that you and your guests will respect the privacy and peace of the surrounding neighbors. If security and/or the police have to respond because of excessive noise or disruptive behavior, this may result in the forfeiture of the damage/noncompliance security deposit and/or suspension of facilities usage. Improper use or falsification of information stated in this contract will be considered noncompliance and will result in forfeiture of the security deposit and possible suspension of facilities usage.

**Clean up and or Damage to Facility:** The damage/noncompliance security deposit will be returned upon the inspector's confirmation to Maiden Creek Landing Home Owners Association that the clubhouse and restrooms were left in good condition and the key was returned. All furniture must be returned to its original placement at the end of the event. Costs incurred to clean or repair the facility and/or restrooms will be deducted from your damage/noncompliance deposit. By signing this agreement, you are responsible for costs to restore the facility and/or restrooms to their condition prior to the subject event, but costs shall not be limited to the amount of the deposit. Failure to properly clean or pay for damages may result in suspension of facilities usage.

**Furniture may not be moved** to the outside of the River House or into any other room. You may arrange it within the River House to suit your needs. All furniture must be returned to its original placement at the end of the event.

**If the consumption of alcohol** is permitted, the Homeowner **must provide proof of liability insurance** with combined single limit coverage of \$1,000,000 for injuries, deaths, or damages. You may obtain a general liability, excess liability or umbrella rider to your homeowner policy or obtain a separate policy, provided that it specifically covers host liquor liability. If proof of insurance is not received by the Maiden Creek Landing HOA within 7 days of reservation payment, the Association may terminate the rental contract. I assume full responsibility for any unlawful or illegal activity occurring during the course of the event, including, without limitation, any use of drugs or controlled substances. I assume full responsibility with respect to the service, use, and consumption of any alcoholic beverages during the course of the event and agree to ensure that alcohol is not permitted, served, or otherwise made available to any underage person or intoxicated person. **Under no circumstances shall any alcoholic beverage be sold at any event held at the clubhouse.**

**Use of the facility** is for the pleasure of Property Owner(s) and his/her guests and may not be used for any business or commercial purpose. Party guests must be known to you. You may not advertise or sell tickets to the party, or issue open-ended invitations. Charity events or community fundraising events may be allowed with prior permission of the Board of Directors. The Property owner(s) acknowledges that the Maiden Creek Landing Property Owner's Association (the "Association"), has assumed no responsibility for, nor shall the Manager, or the Association have any liability for the actions or inactions of Property Owner(s) and his/her guests and invitees or for any injury, damage or loss any person may sustain while using the facility or in connection with or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any person while using the facility. Be advised that local law enforcement has the authority to check the clubhouse during any rental period and has the authority to end any function at our clubhouses at their discretion.

**The Property Owner(s)** on behalf of himself, his heirs, successors and assigns, and on behalf of his/her guests and invitees, their heirs, successors, and assigns hereby releases the Manager, and the Association and their respective officers, directors, shareholders, agents, members, successors, and assigns of and from any claims which Homeowner(s), his or her guests, and invitees, now have or may hereafter have which are related in any way to any loss, damage or injury that may be sustained in connection with their use of the facilities or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in while using the facility.

**The Property Owner(s)** on behalf of himself, his heirs, successors and assigns, agrees to indemnify, defend and hold harmless the Manager, and the Association and their respective officers, directors, shareholders, agents, members, successors, and assigns against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, arising from the use of the facilities, including the buildings and sidewalks adjoining same, by the Homeowner(s), his or her guests, and invitees, or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in while using the facility. In the event any action or proceeding is brought against the Manager, or the Association, their respective officers, directors, shareholders, agents, members, successors or assigns by reason of any such claim, the Homeowner(s) covenants and agrees to pay all costs of defense of such action or proceeding by counsel satisfactory to the Manager, and the Association.

**The foregoing indemnification** and defense obligations shall not be conditioned upon the availability of insurance coverage and Homeowner(s) failure to obtain insurance coverage or the refusal of the insurer to pay any claim or otherwise assist Homeowner(s) in fulfilling such obligations shall not relieve Homeowner(s) of the indemnification and defense obligations set forth herein.

**By signing this rental agreement,** I agree to be present during the entire period of my reservation and to be responsible for the conduct of all guests and attendees during that entire period while they are on Association property and as well as the time of arrival and departure.

Homeowner's Signature \_\_\_\_\_ Contract Date: \_\_\_\_/\_\_\_\_/\_\_\_\_