

## **Edenwilde Clubhouse Reservation Procedures and Rules**

Edenwilde Clubhouse (address: 12455 Edenwilde Drive, Roswell, GA 30075) is available for private reservations by homeowners' association members in good standing only. Following are the procedures and rules for the rental of the clubhouse and patio (DOES NOT INCLUDE THE POOL):

1. All reservations shall be made through the Edenwilde Web Site [www.Edenwilde.net](http://www.Edenwilde.net) and approved by Association Management Group (AMG), [office@amgservices.net](mailto:office@amgservices.net), 678-682-8264 and/or by the Edenwilde Board of Directors. Rental fees and deposits shall be made prior to any event being approved. Payments are to be mailed to AMG at 3535 Peachtree Road, Suite 520-556, Atlanta, GA 30326. For additional information contact AMG, Monday through Friday 9am – 5pm.

Reservations for private functions by members in good standing must pay a non-refundable fee of \$200 per day for clubhouse and patio rental as well as a \$300 security deposit in the form of a check (made payable to Edenwilde HOA) or cash prior to the event to secure the reservation. Reservations for the patio only by members in good standing must pay a \$60 non-refundable fee as well as a \$150 security deposit. The clubhouse rental does not include use of the pool during the swim season. HOA member-paid clubhouse reservations take precedence over HOA clubhouse non-paid use provided booking or rental of clubhouse request is 30 days in advance of reservation date. Fees may be waived for HOA sanctioned events at the discretion of the Edenwilde Board of Directors. Associated fees are utilized for maintenance, cleaning and upkeep of the clubhouse, bathroom and patio areas. The security deposit or associated portion thereof will be used to pay for repair, replacement etc. in the event damage occurs. If the amount required for damages exceeds the referenced security deposit, the ultimate party responsible\* (see #2 below) for the function will be held liable for any excess amount. The security deposit minus any damage costs will be returned upon return of the key and inspection of the clubhouse and patio. After use, the clubhouse is to be cleaned (cleaning supplies are not provided), and left exactly as was received, prior to departure. All trash must be collected in bags (trash bags are not provided) and placed in the outside trash dumpster.

2. All functions must be reserved and supervised by an Edenwilde Homeowner being an adult of at least 25 years of age. One adult must assume responsibility\* (see #1 above) for the group reserving the clubhouse. This adult will be required to sign a contract stating they agree to the "Rules and Regulations" as well as a waiver releasing the Edenwilde HOA of any/all liability.
3. The clubhouse security system (alarm) will be the responsibility of the homeowner renting the clubhouse to deactivate. Each party is responsible for locking the clubhouse after the event and to reactivate the alarm system.
4. The Edenwilde Board of Directors reserves the right to refuse any reservation.
5. No private party shall ever cause a nuisance to neighbors, and all entertainment and parties must end no later than 11:00pm.
6. No music is permitted outside of the clubhouse. Vocalists, instrumentalists or ensembles, D.J.s, music speakers and equipment must be positioned completely inside the clubhouse. Responsible party must

ensure compliance with the City of Roswell noise ordinance law, and all music and entertainment must be kept at a reasonable level to not cause a nuisance to neighbors (please see below covenant restriction):

Declaration of Covenants, Restrictions and Easements for Edenwilde – Article VI – General Covenants and Restrictions (page 18-19): 6.21 Nuisances:

Noxious or offensive activities shall not be carried on in any Lot or in any part of the Common Areas, and each Owner, his/her family, tenants, visitors, guests, servants, and agents, shall refrain from any act or use of a Lot or of the Common Areas which could cause disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of other Lots, or which could result in a cancellation of any insurance of any Lot or any portion of the Common Areas, or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used, or placed within the Development.

7. Chairs and/or tables are not provided except for those that currently reside inside the clubhouse and the patio area.
8. Smoking is not permitted inside the clubhouse. Fog or smoke producing machines are not permitted inside the clubhouse.
9. No animals of any kind are allowed on the premises during rental of facilities.
10. Signs, posters, decorations, etc. are not to be attached to outdoors street signs or interior walls with adhesives of any kind. Violations will result in a fine of \$100 and deducted from security deposit.
11. Clubhouse occupancy must not exceed 80 persons (as permitted by City of Roswell Fire Code).

**Edenwilde Clubhouse/Patio (Does not include the Pool)  
Reservation Contract/Waiver**

Name: \_\_\_\_\_

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

Email address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Date Requested: \_\_\_\_\_

Time Requested: From: \_\_\_\_\_ To: \_\_\_\_\_

Type of Event (and, include approximate attendees): \_\_\_\_\_

Edenwilde HOA, its officers, directors, members and volunteers acting on its behalf shall bear no responsibility and/or liability associated with any non-HOA equipment, etc., which may be used by any persons reserving/renting the Edenwilde clubhouse or any HOA property, or their guests, for personal use. By signing below, I accept full responsibility for any damages and/or claims by any guest, who utilizes HOA facilities during the rental period. Furthermore, I agree to hold Edenwilde HOA, its officers, directors, members and volunteers acting on its behalf harmless from any liability, damages, that may occur during the rental period.

[Losses or causes of action made by me or by other individual or entities as result of any of my involvement in or actions during said rental period.] I assume full responsibility for the risk of bodily injury, death, disability or property damage arising out of or related to the above described activities, whether caused by my negligence or otherwise. I assume full responsibility for any damage, loss of property that may occur by my failure to reactivate the alarm system.

I, the undersigned participant, voluntarily sign this agreement, acknowledge that I have read and understood the above stated rules for rental of the clubhouse and facilities, release, waiver and indemnification, and intend my signature below to be a complete and unconditional release of the Edenwilde HOA from all liability to the broadest and most inclusive extent allowed by the law of the State of Georgia.

If I failed to understand anything in this document, I have sought and received an explanation of its meaning and significance to my complete satisfaction. I further certify that I am responsible for cleaning HOA facilities after the event and repairing any damages to HOA property that may occur during the event. Furthermore, I will immediately report any damages occurring during the rental period. If any clean up or damages remain upon return of the key, my security deposit will be used for this purpose. If the cost of cleanup or damages exceeds the amount of the security, I agree to promptly pay any excess amount. I further certify that I am an Edenwilde homeowner, in good standing with homeowners' dues, and will be in attendance throughout the above function.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date