

## **APPLICATION FOR RESERVATION AGREEMENT HARBOUR POINT YACHT CLUB**

In consideration for Harbour Point Community Association allowing me the exclusive use of the Harbour Point Clubhouse and equipment and furnishings, I, the undersigned, agree as follows:

1. I agree to reserve the Clubhouse of the Harbour Point Community Association on \_\_\_\_\_, under the terms and conditions set forth below.
2. I am reserving the Clubhouse for the purpose of \_\_\_\_\_, which will be attended by not more than \_\_\_\_\_ people.
3. The party or other function will be held between the hours of \_\_\_\_\_ and \_\_\_\_\_ on the date noted above. I understand that continued use of the Clubhouse after the hours for which it has been reserved will constitute a breach of this Agreement and will result in forfeiture of my deposit.
4. I will make a non-refundable deposit in the amount of \$ \_\_\_\_\_, and a refundable deposit in the amount of \$ \_\_\_\_\_, which are due and payable upon submission of this Application and Agreement. I understand that the non-refundable deposit will not be refunded to me even if I cancel my event. I further understand and agree that the refundable deposit will be used to pay for cleaning costs and any and all damages resulting to the Clubhouse, its contents, or any other portion of the property from any actions or any actions of persons present at, or attending, or in any other way related to my function. I understand that any charges made against my refundable deposit will be explained. If the cost of repairs exceeds the amount of my refundable deposit, I agree to pay the Association the full cost of all repairs 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 as assessment and constitute a lien against my property and shall be fully collectible as such as provided for in the Association's Declaration and By-Laws.
5. I assume all responsibility, risks, liabilities and hazards incidental to the activities applied for (including, but not limited to, the serving of alcoholic beverages, which I understand is prohibited without a uniformed police officer or other security guard if more than thirty-one (31) guests attend, and hereby release and forever discharge the Association, its officers, directors, employees, agents and members, past, present 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 and its appurtenances.
6. I agree to indemnify and hold harmless the Association, the Lanier Joint Venture and John Wieland Homes and Neighborhoods, Inc., its officers, directors, employees, agents and members, past, present and future, from any and all claims, costs, causes of action and liability (including, but not limited to, attorneys fees) for any injury, to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees or any member of the Association or any other person which arise from or are in any way related to the above activity, whether or not caused by the Association's negligence.

7. I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to my function and agree to be personally responsible for causing all such persons to comply with the Association's Declaration, By-Laws and Rules and Regulations. I acknowledge that violation thereof by any person present at, attending, or in any other way related to my function may, at the sole discretion of the Association's Board of Directors, result in forfeiture of my refundable deposit.
8. 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 terminate my use thereof should the conduct of any person using the facility endanger the health, safety or well-being of any person or constitute a threat of any property.
9. I am at least eighteen (18) years of age and will be in attendance at my function. For any event involving children under the age of eighteen (18), I will insure that there is at least one (1) adult for every eight (8) children. I hereby agree and represent that the Clubhouse will be used for lawful purposes only and that if any conduct at the function I am sponsoring violates federal, state or local laws or ordinances, my rights to use the Clubhouse under this Agreement shall be terminated and the Association shall have the right to take possession of the Clubhouse and instruct my guests to leave the property.
10. In the event of cancellation of my reservation forty-eight (48) hours or more before the reservation date, the refundable deposit will be refunded in full.
11. Subject to those deductions provided for in this Agreement, the refundable deposit will be refunded in whole or in part.
12. I agree to clean the facilities after use, and return all furniture to its original position prior to 9:00 AM the following day.
13. 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.
14. I have carefully read and understand this form and the attached rules and agree to be bound by its terms.

Name \_\_\_\_\_

Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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**FOR ASSOCIATION USE ONLY:**

**Agreed to and accepted by Association:**

By \_\_\_\_\_

Date \_\_\_\_\_