



# Evergreen Lakes, Crossing, and Commons



## Clubhouse Rental Contract

### 1. Homeowner Information

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_

### 2. Party Information

Description of Party: \_\_\_\_\_

Rental Date: \_\_\_\_\_ Calendar available at <http://evergreenhoa.net>

Clubhouse:  *Number of Guests:* \_\_\_\_\_ (100 max)  
*Rental Fee:* \$150.00 *Fee Check Number:* \_\_\_\_\_  
*Deposit:* \$250.00 *Deposit Check Number:* \_\_\_\_\_

### 3. Evergreen Lakes Clubhouse Lease

This Lease Agreement (this "Lease") is made effective as of \_\_\_\_\_ by and between Evergreen Lakes of Gwinnett Homeowners' Association, Inc., ("Landlord") and homeowner \_\_\_\_\_, ("Tenant"). The parties agree as follows:

#### 3.1 PREMISES:

Landlord, in consideration of the lease payment provided in this Lease, leases to Tenant the Clubhouse Facility (the "Premises") located at 1230 Denmark Drive SW, Lilburn, Georgia 30047.

#### 3.2 TERM:

The lease term will begin and terminate on \_\_\_\_\_. (Date)

#### 3.3 LEASE PAYMENTS:

Tenant shall pay to Landlord a \$150.00 fee for use of the upstairs Premises. If Tenant reserves a date per 3.7.5 below, but does not use the Premises, then Tenant's Lease payment will be returned if, and only if, Tenant notifies Landlord via email or writing no later than 8:00 am on the day before the Date.

#### 3.4 SECURITY DEPOSIT:

At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$250.00 for the clubhouse to be held and disbursed for Tenant damages to the Premises (if any) or violation of rental policies as provided by law. The Security Deposit



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will be returned upon satisfactory completion of the rental agreement and compliance with all rental policies.

#### 3.5 FURNISHINGS:

The lease of the Premises includes any furnishings found in the Clubhouse at the time of use. All such items at the end of the lease term must be in as good condition as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings. No linens, decorations, utensils, dishes, or cups are provided.

#### 3.6 USE OF PREMISES:

Tenant may use the Premises for private parties and events hosted by Homeowner's Association Members in good standing and their invited guests only. The Premises may not be used for any other purpose without prior written consent of the Landlord, which shall not be reasonably withheld. The Landlord may deny rental of any request that is not believed to be in the best interest of the homeowners or facility usage. The Landlord reserves the right to cancel any rental contract to make repairs to the premises, if the Tenant is not in good standing prior to the rental date, or if the event is deemed to be in conflict with planned use of the Premises, in which case all fees and deposits will be returned.

#### 3.7 RENTAL POLICIES

Rental and use of the facility will comply with, but not limited to, the following policies.

**Failure to comply with the rental agreement and policies herein will result in**

- **Loss of the security deposit.**
- **Loss of renting privileges the Premises for a period of one year or a term specified by the Landlord.**

- 3.7.1 Tenant must be a Homeowner in good standing with ALL dues paid prior to any rental.
- 3.7.2 Homeowner hosted private parties only.
- 3.7.3 Homeowner MUST be present throughout the entire party
- 3.7.4 No non-resident rentals. No rentals on behalf of non-residents, groups, or other homeowners who are not in good standing.
- 3.7.5 Rental is on a first come, first serve basis. All signed forms, payments, and deposits must be received before a date may be reserved
- 3.7.6 Max. Occupancy 100 for Clubhouse.
- 3.7.7 Rental is determined based on availability and approval of Board, and is not based on color, race, religion, sex, or national origin.
- 3.7.8 Key must be returned within 24 hours.
- 3.7.9 No Smoking.



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- 3.7.10 Due to the difficulty in cleaning the carpet, we do not allow any confetti, glitter, or candles.
- 3.7.11 Children / Teen Parties are acceptable with the following conditions:
- 1 ADULT for every 6 children/teens.
  - No alcohol on Premises if children or teens are present.
  - No dye in food or drink
  - Children's parties must use the downstairs room if more than 1/3 of the children are under 10 years old.
- 3.7.12 Rental Hours are from 8:00am – midnight.
- 3.7.13 Parties end at 11:00 pm. No overnight parties allowed.
- 3.7.14 Noise Policy: Please be considerate to the other homeowners who live near the clubhouse.
- Reduce music and guest noise to a reasonable level if you receive any complaints from other homeowners before 11:00 PM.
  - No music after 11:00pm. No noise from the clubhouse or from guests that can be heard from the street or a distance of 50 feet from the edge of the clubhouse property after 11:00 PM. Gwinnett County noise ordinance Sec. 42-46 and 42-47 (State Law 40-6-14).
  - Tenant will be held liable for the actions of all guests and any fines if the police are called in response to a noise complaint.
  - Violation of the noise policy will result in loss of deposit and suspension of rental privileges, at the discretion of the Landlord.
- 3.7.15 All cars must be legally parked.
- 3.7.16 Clubhouse and parking lot must be empty by midnight.
- 3.7.17 No helium balloons.
- 3.7.18 No taping, pinning, stapling, or fastening of decorations, streamers, or other objects to any clubhouse wall or ceiling.
- 3.7.19 Take pride in our facility – Do not allow your guests to jump on the furniture or abuse the clubhouse.
- 3.7.20 Cleaning Policies: Always leave facilities CLEANER than they were when you arrived. All cleaning must be completed by midnight.
- Return furniture to their place as found.
  - Immediately clean any spills or stains on floor, carpet, furniture, walls oven, refrigerator, and counter tops.
  - Cleaning supplies may be available at the clubhouse.
  - Pick up any debris or food from floor, carpet, and furniture, and vacuum the carpet. A broom and mop are available at the clubhouse to assist in this task.
  - Pick up trash in the clubhouse, parking lot, and deck.
  - Take out all trash including restroom trash to the trash cans located on the tennis court side. Put glass and plastic bottles in the recycle bins.
  - Return thermostat to 80° for air conditioning or 60° for heat.



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**3.8 INDEMNITY REGARDING USE OF PREMISES:**

Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenants’ use or misuse of the premises. Tenant agrees to hold harmless the Landlord for any and all losses or damages due to the availability of the Premises, cancellation of the Lease, condition of the Premises, or actions of the previous Tenant.

**3.9 PROPERTY INSURANCE:**

Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

**3.10 DEFAULTS:**

Tenant shall be in default of this lease, if tenant fails to fulfill any lease obligation or term by which tenant is bound. Subject to any governing provisions of law to the contrary, Tenant must cure any financial obligation within 10 days (or any other obligation within 30 days) after written or email notice of such default is provided by Landlord to Tenant. Landlord may elect to cure any default and the cost of such action shall be added to Tenant’s financial obligation under the Homeowners’ Association Covenants. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant’s defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional funds, whether or not such sums or charges are designated as “additional funds.” Landlord will further find the tenant not in good standing and revoke rental privileges for a period of one year, or period designated by the Landlord.

**3.11 GOVERNING LAW:**

This lease shall be construed in accordance with the laws of the State of Georgia.

**LANDLORD**

X  
\_\_\_\_\_  
Evergreen Lakes Homeowner’s Association  
Clubhouse Rental Committee Member

**TENANT**

X  
\_\_\_\_\_  
Homeowner’s Association Member in good standing.