

The Bright Water Clubhouse is available to residents for use in hosting both private parties and community events. Residents must be in good standing with HOA dues to rent the Clubhouse for a private party. Only homeowners are permitted to rent the Clubhouse. ***Use of the Clubhouse by non-residents will not be permitted.*** Functions are reserved on a first-come, first serve basis. Reservation confirmation will follow receipt of the rental fee and security deposit by the Rental Agent.

The HOA Board will designate one or more individuals to serve as the Rental Agent (although this will typically be the Property Manager, any individual may be designated as the Rental Agent by the Board for temporary purposes). The Rental Agent will have the discretion to act in the best interests of the HOA for any situation or questions that may arise that are not covered by the guidelines, rules or rental agreement.

USE OF THE CLUBHOUSE FOR COMMUNITY MEETINGS & ACTIVITIES

Bright Water HOA Committees, Board, and Social organizations may reserve the clubhouse for meetings at no charge. The person in charge of the meeting will be responsible for ensuring that the facility is left in clean condition, including removal of trash, food and beverages, and the placement of all furniture to its original location.

USE OF OTHER AMENITIES

Rental of the Clubhouse is limited to use of the Clubhouse. Use of the common areas, including the tennis courts, lawn areas, parking lots, pool, and lake are not included in the rental agreement for the Clubhouse. Other than the pool, these areas are not available for private event rental. The Pool Committee has published procedures, fees and rules for pool parties separately.

PRIVATE PARTY RENTAL

The Clubhouse may be rented until midnight for private functions for a fee plus deposit. The renter will be required to return any folding tables and chairs used to the storage room. The Clubhouse must be thoroughly cleaned after use and left in the same good condition it was prior to the party. A Rental Inspection Checklist is posted in the kitchen and also given to the resident prior to Clubhouse rental. Cleaning supplies are located in the kitchen. The checklist contains an itemized list of all Clubhouse furniture and fixtures and their condition. The Rental Agent will conduct a post-party inspection using this list and will return an itemized copy to the renter if any damage or problems are observed following the party. The damage deposit will be refunded following the event if there is no loss or damage to the Clubhouse property or equipment. The Association reserves the right to levy additional charges for any required additional cleaning or damages or apply all or part of the deposit for this purpose.

The Gwinnett County Fire Department has specified that the maximum number of people who can occupy the Clubhouse is 121. Any parties over this limit will not be permitted in the Clubhouse. Also please note that Gwinnett County has a noise ordinance restricting outdoor noise levels after 11:00 p.m.

The following types of events are suitable private member functions:

Family Reunions, Birthday Parties, Weddings, Wedding Receptions, Rehearsal Dinners, Anniversary Parties, Private Holiday Parties, Bridal or Baby Showers. Any other type of function must be approved by the Rental Agent in advance of the event. Some events may require rental of the upstairs and downstairs facility due to the nature of the event. The Rental Agent will determine whether rental of the full facility is required based on individual event information.

No private events shall be booked more than a year in advance. No activity or event for which the Clubhouse is rented may be advertised or publicized in any manner to solicit the attendance of the general public. No admission may be charged at the door or in advance for private events.

The Association reserves the right to refuse to rent the facilities for any purpose it deems to be detrimental to or not in the best interests of its members. It further reserves the right to refuse to rent the facilities on any dates and at any time it deems inappropriate or inconvenient.

RENTAL PROCEDURES

To make arrangements to rent the Bright Water Clubhouse please contact the Rental Agent (typically the Property Manager) via e-mail or phone at 678-395-7783. All events will be booked on a first-come, first serve basis, with reservations confirmed upon receipt of the rental and deposit checks and signature of the Rental Agreement. Renters are required to read the Clubhouse Rental Guidelines and Rules to ensure that they fully understand all of the terms and conditions that are associated with rental responsibility and sign the Rental Contract. It is recommended that the renter conduct a joint inspection of the Clubhouse with the Rental Agent in advance of the event to ensure full agreement with the condition of all furniture and fixtures. Clubhouse keys are to be returned to the Rental Agent by 10:00 a.m. the next morning, unless other arrangements have been made.

Rental fees and deposits are to be paid to the Rental Agent in advance of the event. Two separate checks, one for the rental and one for the deposit should be made out to the "Bright Water HOA". The deposit check will be returned or refunded within ten (10) business days following the event, subject to a satisfactory inspection.

Rental reservations for Friday and Saturday nights will only be accepted for individual events by homeowners or for Social Committee recognized functions. Standing reservations for regularly recurring group meetings or activities will only be allowed for events held Sunday through Thursday.

RENTAL FEES AND DEPOSITS

Private Party Rental Fees and Deposits for the Clubhouse are as follows:

	<u>Rental Fee</u>	<u>Deposit</u>
<u>Entire Clubhouse</u>		
Daytime use: (prior to 6:00 p.m.)	\$75.00	\$250.00
Evening use: (6:00 p.m.-12:00a.m.)	\$125.00	\$500.00

* Daytime functions must be completely finished, clubhouse cleaned, and vacated to receive the reduced rate of \$75.00. If an event requires both daytime and evening use, the resident must pay both fees (\$200.00). The deposit would remain at \$500.00.

* Residents wishing to rent the downstairs Activity Room in conjunction with a private pool party must contact the Property Manager to make arrangements. Providing the clubhouse is available, the Activity Room may be rented for a fee of \$25 plus a \$100.00 deposit. Use of the Activity Room runs concurrent with the pool party. Only the residents hosting the pool party and their guests are allowed in this room during private pool parties. No wet bathing suits are allowed inside the clubhouse; swimmers may sit on their dry towels while inside.

CLUBHOUSE RENTAL AGREEMENT

In consideration for the Bright Water Homeowners Association (HOA) allowing me and the party I am hosting the use of the Bright Water Clubhouse, equipment, furnishings, and fixtures therein on _____ from (time) _____ to _____ (includes set-up and clean-up) for _____ (# guests), I, the undersigned, am a member in good standing (dues must be current) of the Bright Water Homeowners Association, and agree as follows:

1. I am renting the Clubhouse for the purpose of _____.
2. I agree to be bound by the *Clubhouse Rules* included with this document and to have the premises cleaned within the rental period as described in the *Clubhouse Event Cleanup Checklist* which is also included with this document.
3. I agree to conclude the event no later than midnight, failure to do so will incur a minimum \$75.00 fine, up to the forfeiture of my entire deposit. I recognize that Gwinnett County has a noise ordinance that starts at 11:00pm.
4. I will make arrangements with the Rental Agent to pick up the key prior to my reserved time and will return it the next morning by 10:00am following the event unless other arrangements have been made. The key will be returned immediately or I will forfeit my deposit. I agree not to make or cause to have made any keys to the Clubhouse.
5. The event reservation is limited to the use of the Clubhouse. The Bright Water Homeowner hosting the event must be present during the entire rental period.
6. The premises (including Clubhouse and parking lot) will be inspected before and after occupancy of the Clubhouse listed above. A *Clubhouse Inspection Checklist* should be included with this document.
7. An adult must accompany any children attending this event under the age of twenty-one (21) years. If alcoholic beverages are being served, I will be responsible to ensure that persons under twenty-one (21) years of age are not served.
8. If the rental of the Clubhouse is for a function including children and/or young adults through the age of twenty-one (21), one adult must be present at the event for every 10 children/young adults.
9. A reservation is considered confirmed at the time this signed Agreement and rental fee are received by the Rental Agent. The check is made payable to *Bright Water Homeowners Association*. Checks must be written on a residents checking account. Checks from non-residents will not be accepted. There will be a \$25.00 charge for returned checks.
 - a. Rental Check and Deposit are fully refundable with a seven day advance cancellation notice.
 - b. In the event of catastrophe or an act of God, in which the Clubhouse becomes unavailable, all security deposits and rental fees will be returned to the proper person. I will not hold Bright Water Homeowners Association liable for cancellation of my reservation.
10. I understand and agree that the security deposit will be used to pay for loss of key or failure to return key on timely basis and/or the cleaning and/or damages resulting from and including, but not limited to, the Clubhouse area, furniture, interior, or any other portion of the Association property, from my actions or actions of persons attending, or in any other way related to my rental event. I understand that any charges made against my deposit will be explained in writing within seven days. If costs of repairs exceed the amount of my 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.

11. I agree that all deposits, legal fees, actual costs incurred and expenses incurred by the Association as a result of the use of the Clubhouse under this Agreement shall be considered an assessment and constitute a lien against my property and shall be fully collectible.
12. I assume all responsibility, risks, liabilities, and hazards incidental to the activities applied for (including, but not limited to, the serving of alcoholic beverages) and hereby release and forever discharge the Association, it's officers, directors, employees, agents and members, present, past 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 event.
13. I agree to indemnify and hold harmless the Association, it's officers, directors, employees, agents and members, present, past and future, from any and all claims, costs, causes of action, and liabilities (including but not limited to attorney's fees) for any and all injuries, to either person or property, suffered by me, my family members, employees, agents, servants, guests, or invitees.
14. I am a member of the Association, am at least twenty-one (21) years of age, and will be in attendance through the entire rental period of the event. I 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 ordinance or violates the Association's Declaration, By-Laws, or Rules and Regulations, my rights to use the Clubhouse under this agreement shall terminate and the Association shall have the right to inspect at any time and take possession of the Clubhouse and instruct my guests to leave and all security deposits and rental fees will be forfeited.
15. I understand that surveillance devices may be used on the premises. The purpose of such surveillance devices is for the safety and security of residents, guests, and the property of Bright Water. I understand that the video from the surveillance devices may be used as evidence for prosecution or damage assessment if necessary.

I have carefully read and understand this Reservation Agreement and Regulations and agree to be bound by its terms.

 Print (Name of **RESIDENT**)

 Signature

 Date

 Address

 Home Phone

 Work Phone

 E-Mail

 Rental Check#

 Deposit Check#

CLUBHOUSE EVENT CLEANUP CHECKLIST

Please make sure all the following is cleaned and in order. It is the responsibility of the Event Host/Renter to do a thorough cleaning job for all events held in the common facilities. This list must be completed to the Rental Agent's satisfaction in order to receive the full amount of the Renter's Deposit. Failure to properly clean the facility may result in restrictions on future use of the facilities.

1. Return all furniture and fixtures to original position.
2. All tables and chairs must be wiped off and returned to the storage rooms.
3. Sweep and mop all hardwood floors. Vacuum rugs/carpet. Any stains must be immediately removed.
4. Pick up all trash including the Clubhouse upstairs, downstairs, upper deck, grounds surrounding the Clubhouse and parking lot. All trashcans are to be emptied in the dumpsters! Refill trash containers with trash bags.
5. Clean kitchen counter tops, sink, appliances, and clean any dishes. The dishwasher should be emptied when finished.
6. Remove all food, beverages, and ice from refrigerator and freezer. Wipe down any spills or crumbs.
7. Restrooms should be clean and wastebaskets emptied.
8. All windows and doors should be locked. Turn off all lights.
9. Return Clubhouse keys to Rental Agent by 10:00 a.m. the next morning, unless other arrangements have been made.

The Clubhouse should be cleaned immediately following the event. Failure to complete cleaning of the facility prior to 10:00 a.m. the morning after an event may result in loss of security deposit at the Rental Agent's discretion. Renter will be responsible for any additional cleaning fees incurred as a result of the Rental Agent having to arrange for unanticipated cleaning services to restore facility to its proper condition in a timely fashion.

NOTE: Cleaning supplies are located in the kitchen broom closet.

BRIGHT WATER HOMEOWNERS ASSOCIATION

CLUBHOUSE RULES

1. CLUBHOUSE EVENT CLEANUP CHECKLIST MUST BE COMPLETED FOR ALL EVENTS.
2. NO PICTURES, POSTERS, OR DECORATIONS SHALL BE HUNG, TAPED, OR GLUED ON CLUBHOUSE WALLS. NO HOLES ARE TO BE PUT IN WALLS OR CEILINGS.
3. SMOKING INSIDE THE CLUBHOUSE IS PROHIBITED; NO CIGARETTES ARE TO BE THROWN ONTO THE GROUNDS OF THE CLUBHOUSE.
4. NO SWIMMERS AND/OR WET SWIMMING SUITS ARE ALLOWED IN THE CLUBHOUSE. WET SUITS ARE ALLOWED IN THE REST ROOM AREA DOWNSTAIRS ONLY.
5. SHIRTS AND SHOES ARE REQUIRED IN THE CLUBHOUSE AT ALL TIMES, EXCEPT IN REST ROOM AREA.
6. PETS OF ANY KIND ARE NOT ALLOWED IN THE CLUBHOUSE.
7. BICYCLE PARKING WILL BE CONFINED TO THE DESIGNATED AREA. BIKES MUST NOT BE LEFT ON SIDEWALK OR GRASS AREA.
8. NO BIRDSEED, RICE, GLITTER, OR ANY OTHER TYPE OF CONFETTI MAY BE THROWN INSIDE OR OUTSIDE OF THE CLUBHOUSE

REMEMBER - - - IF THE CLUBHOUSE IS NOT CLEAN WHEN ENTERING FOR THE EVENT, IT WILL THE BE HOST/RENTER'S RESPONSIBILITY TO **IMMEDIATELY** NOTIFY RENTAL AGENT OR THE PROPERTY MANAGER AT:

PROPERTY MANAGER VOICE MAIL: **678-395-7783**