

# West Hampton Homeowners Association

## Clubhouse Rental Agreement

1. The clubhouse will be open for West Hampton meetings or functions and when reserved by a West Hampton resident/homeowner, but will remain closed and locked at all other times.
2. The Purpose of the clubhouse is for social functions and will NOT be rented for commercial use, political use or group affiliations. (See West Hampton Articles of Incorporation, Article III, last paragraph.)
3. The private use of the Main Clubhouse facility (upstairs) will at no time include the pool facilities. No wet bathing suits are allowed in the main clubhouse facility (upstairs).
4. Abuse of the clubhouse facility and surrounding grounds and amenities will result in loss of clubhouse reservation privileges.
5. All private events/functions held in the clubhouse must have a resident/homeowner of West Hampton as its sponsor and the resident/homeowner sponsoring the event **must** be in attendance for the duration of the event/function.
6. Reservations will be made on a first come-first served basis through the HOA management services organization. It is the receipt and processing of the required rental request and fees that secures the reservation. Approved West Hampton Community activities and events, such as Social Committee events, are exempt from rental fees and security deposits.
7. All persons renting or using the clubhouse facility are responsible for proper clean-up and return of facility amenities such as chairs, tables, glasses and other portable items, to their proper storage location at the end of their event. Kitchen clean-up shall include cleaning glassware, the stove, microwave, oven, refrigerator, sink and counters when they have been used. Failure to provide proper clean-up and trash removal will result in a \$65.00 cleaning fee being withheld from the security deposit.
8. If the upstairs is rented/reserved, the downstairs and patio area **WILL NOT** be available for use at the same time.
9. Rental of the Upstairs:
  - a. A rental fee of \$100.00 for the first 5 hours and a security deposit of \$200.00 will be required to reserve the clubhouse. An additional \$25.00 will be charged for each hour over the five hours. The rental fee and security deposit secure the reservation and must be made at the time of the reservation. Payment by check will be required. The check and signed rental agreement/contract will serve as receipt.

# West Hampton Homeowners Association

## Clubhouse Rental Agreement

10. All events for persons under 21 years of age must be chaperoned at all times by a resident/homeowner. There shall be no less than 2 adults per 15 children. **NO** alcoholic beverages are permitted to be served to or consumed by anyone under the age of 21.
11. Cancellation of reservations must be made at least 48 hours in advance. Failure to cancel at least 48 hours in advance will result in forfeiture of the rental fee. The months of May, June, November and December are peak months for use. During these months, cancellation of reservations must be made **2 weeks in advance**.
12. A maximum of 75 persons will be allowed in the clubhouse for private functions.
13. All clubhouse events/functions will observe a respectful curfew for the surrounding residents. The clubhouse curfew will be 11:00 PM weekdays and Sunday evenings, 12:00 AM for Friday, Saturday and holidays excluding New Year's Eve. Noise must be kept within reason.
14. The use of pyrotechnics of any kind including aerial or ground fireworks and fire crackers are prohibited at all times.
15. No overnight parking is allowed in the clubhouse parking lot. Vehicles left overnight are subject to being towed at the owner's expense.
16. For safety reasons and fire code, all upstairs doors and the door at the bottom of the carpeted stairs must be unlocked during clubhouse functions.
17. No pets of any kind are allowed in the clubhouse and surrounding areas.

### Responsibilities During Use of the Clubhouse:

- A. The key must be picked up from and returned to the clubhouse Committee person in charge of the key. This person(s) contact information will be identified on the reservation confirmation from the management company. Keys must be returned within 24 hrs of clubhouse use unless otherwise agreed to with the person in charge of the keys. A fee of \$50.00 will be assessed for lost keys. Additional charges shall be incurred if it is necessary to change locks due to lost keys.
- B. An inventory list of clubhouse items will be provided with the rental of the clubhouse. Upon access to the clubhouse, the renter will review the inventory and note on the list that all property is accounted for and in good condition. The renter will report any discrepancy or problems with the clubhouse to the management company and/or the Clubhouse Committee.

West Hampton Clubhouse Procedures and Responsibilities (Revised February 2020)

# West Hampton Homeowners Association

## Clubhouse Rental Agreement

- C. Plans for decorations must be approved. Do not attach any decorations to the painted walls/surfaces and moldings. All decorations, tape, string and other items used shall be removed during the cleaning of the clubhouse. Clubhouse wall hangings and mantle picture may not be removed from their location.
- D. **NO SMOKING** is allowed anywhere inside the clubhouse. For safety reasons, the use of lighted candles is prohibited anywhere inside the clubhouse.
- E. Move furniture and other event equipment with care especially in the upstairs clubhouse area. Scratches on the wood floor will result in forfeit of security deposit.
- F. The **CHIMNEY FLUE MUST BE VERIFIED OPEN** before the fireplace gas logs are used. **VERIFY the GAS is OFF and THE FLUE IS CLOSED after use of the gas logs.** Loss of the gas key will result in a \$20 charge.
- G. The clubhouse **MUST BE CLEANED** immediately after use! This includes but is not limited to the following:
- a. All Garbage and trash must be removed to outside receptacles. Replace trash can liners and return trash cans to their proper location.
  - b. WOOD floors should be swept and dusted. (DO NOT damp mop wood floors or use any soaps or cleaners. Wood floors should only be spot cleaned with a damp soft cloth using water only. Bathroom tiles floors should be mopped.
  - c. Rugs should be vacuumed. (vacuum is located downstairs in storage behind barn door) Porch areas should be swept if needed. Outside litter from the event should be picked up and thrown away.
  - d. Wipe down kitchen counters, table tops and bathroom sinks. (Use a damp cloth and mild soap ONLY on granite counter.) Clean spills in and around the refrigerator, stove, oven and microwave if used.
  - e. Replace furniture and decorations to their proper locations.
  - f. Remove all food from the refrigerator, freezer and the clubhouse.
  - g. Make sure stove and oven are turned off before leaving.
  - h. Clean windows and door glass as necessary.
  - i. **FOR UPSTAIRS:**  
Tables and folding chairs are to be returned and stored downstairs in the appropriate storage cart. Tables and chair storage carts are to be stored in the area behind the sliding barn door. The vacuum cleaner with attachments is located in the storage room behind the sliding barn door. The vacuum does not require vacuum cleaner bags. Please empty the vacuum canister after use. A broom, dustpan and floor duster are located in the kitchen or men's bathroom. Plastic garbage bags can be found in the right-side cabinet under the serving counter.

# West Hampton Homeowners Association

## Clubhouse Rental Agreement

j. FOR DOWNSTAIRS USE:

If the downstairs kitchen or patio was used, the cleaning of the kitchen area is the same as for upstairs. Wipe down the stove, oven and microwave after use. Clean spills in and around the refrigerator. Wipe down counters and the sink area. **DO NOT ALLOW** food or garbage to enter the downstairs kitchen sink drain. There is no garbage disposal and this will result in clogging. Empty all patio trash cans. Bring all trash up to the outdoor trash cans at the front of the clubhouse. Replace all trash can liners. New liners are located under the sink in the downstairs kitchen.

k. **TURN OFF ALL LIGHTS** before locking up. Reset the thermostat to 60 degrees in the winter and air conditioning to 84 degrees at the end of the function

l. Lock ALL DOORS. You are responsible for any damage or theft of property if the doors are not properly secured and locked. All upstairs doors have door handle locks and dead bolt locks. Ensure both locks are locked on each door. Ensure the glass door at the bottom of the carpeted stairs is closed and locked.

m. If using the neighborhood-provided white table cloths, they must be dry-cleaned (at your expense) ironed and returned to the clubhouse committee person. (This would be the same person stated on page 1 of the contract) along with the key. These table cloths are for adult functions only and will not be provided for children's events or activities. They are intended for formal occasions.

# West Hampton Homeowners Association

## Clubhouse Rental Agreement

### Rental Agreement for use of the West Hampton Clubhouse Facilities

I/we, \_\_\_\_\_ (Name), in consideration for the use of the West Hampton Clubhouse facilities marked below (“the clubhouse”) agree(s) to the following terms and conditions. I/we represent the I/we am/are a resident of the West Hampton subdivision, Cobb County, Georgia, and that I/we am/are at least 21 years of age. I/we affirm that I/we have paid in full, the required West Hampton Association yearly dues and are otherwise West Hampton HOA members in good standing.

This agreement applies to the rental and use of only the clubhouse to include the upstairs clubhouse area, downstairs kitchen, patio and grill area.

Rental Fee: \$100.00 for first 5 continuous hours, \$25.00 per hour for each additional hour:

Paid by Check # \_\_\_\_\_

Deposit Fee: \$200.00

Paid by Check # \_\_\_\_\_

Resident is renting the Clubhouse for (Date) \_\_\_\_\_

Resident is renting the Clubhouse from (Time) \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM

# **West Hampton Homeowners Association**

## **Clubhouse Rental Agreement**

I/We agree to assume full responsibility for our guests and visitors while using the Clubhouse. I/We hereby agree to hold harmless and fully indemnify the West Hampton Homeowner's Association and its officers, directors and agents ("The Association"), for any and all liability and for the defense of any claims for personal injury, bodily injury or property damage brought or made by any person or persons (including the Association) which are based on or result from the undersigned's use of the Clubhouse pursuant to this agreement. I/We maintain homeowner's insurance (or if a renter, renter's insurance) coverage, which provides for personal injury and property damage coverage.

I/We have read, understand and agree to adhere to the procedures and responsibilities for the rental and /or use of the West Hampton clubhouse Facility for the period noted. I/We understand that I/We can be assessed fines and/or fees for any damages that may occur during the use of this facility because of failure to adhere to these rules, procedures and guidelines.

I/We shall be responsible for the cleaning and security of the clubhouse immediately after its use pursuant to this Agreement and agree to reimburse the Association for the cost of any cleaning or repair of damage occurred during use of the clubhouse pursuant to this Agreement or the failure to properly secure the clubhouse after each use. I/We understand and agree that the security deposit provided may be applied to the cost of any repair or cleaning and that if such repair or damage exceeds the amount of the security deposit, I/we will reimburse the Association for any excess balance within thirty (30) days.

I/We agree that checks written to pay for rental fees and security deposits shall not be canceled or processed for stop payment until post event inspections have been completed and any discrepant conditions have been fully reconciled with the HOA management group. If a stop payment or cancellation is applied to a deposit or fee check and outstanding charges are pending, the matter shall be forwarded to the HOA Board of Directors for disposition.

The undersigned has read and understands the procedures for the use of the West Hampton Clubhouse (attached hereto) and agrees to abide by the terms, conditions, rules and procedures provided therein.

Homeowner: \_\_\_\_\_

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

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

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

Phone Number: \_\_\_\_\_

# **West Hampton Homeowners Association**

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### **Homeowner: Please Keep This Page**

Clubhouse Address: 3595 W. Hampton Dr. NW

If you have internet access, please visit your web portal for access to forms and calendar:

- Go to [WWW.heritageproperty.com](http://WWW.heritageproperty.com)
- Click on the three bars at the upper right of the home page for a pulldown menu
- Select Login
- Login or complete login registration for web access

Please complete the rental/use agreement and return all pages of the agreement signed with checks to Heritage property Management payable to West Hampton Homeowners Association (WHHA). Please postdate the security deposit check within 15 days before the schedule date of the event. This check will be held on file with Heritage pending event reconciliation. Once the post event reconciliation is complete the deposit check will either be mailed back to the homeowner or shredded at the Heritage offices. The check for the rental fee should use the current date so that it can be deposited in the West Hampton account to finalize your reservation. Maintain a copy of the agreement for your records. Contact information for Heritage is below.

Heritage Property management  
500 sugar Mill Road Suite 200B  
Atlanta, GA 30350

Phone: (770) 200-8218

Fax: (770) 451-3919

Email: [clubhouse@heritageproperty.com](mailto:clubhouse@heritageproperty.com)

Keys will need to be picked up from a representative of the clubhouse committee. Heritage will provide contact details once your event is secured.

Please be sure to contact this person ahead of time to arrange key pick up and return.

It is your responsibility to return keys to the assigned representative within 24 hrs. of your event completing.

# **West Hampton Homeowners Association**

## **Clubhouse Rental Agreement**

### **West Hampton Clubhouse Facility Inventory**

#### **KITCHEN (UPSTAIRS)**

- One (1) Whirlpool 25 cu-ft French Door Refrigerator-Freezer (model WRF535SWHZ)
- One (1) Whirlpool Top control, under counter dishwasher (Model # WDT730PAHZ)
- One (1) GE 30 in 5.3 Cu ft Electric Range and convection oven (Model # JB655SKSS)
- One (1) GE Built-In Over-Range Microwave Oven Model # (JMV3160RFSS)
- One (1) Under-sink garbage disposal
- One (1) Iron Paper Towel Holder
- One (1) Decorative sign over Microwave
- Forty-One (41) Clear-glass wine glasses
- Eight (8) Leaf design decorative wine glasses / large
- One (1) 42 cup coffee peculator
- One (1) A-B-C Chemical Fire Extinguisher
- One (1) White Plastic Kitchen trash can with removable top
- One Each (1) Sponge mop, broom, swifter, dustpan

#### **BATHROOMS (UPSTAIRS)**

- One (1) Small waste basket metal
- One (1) over sink mirror

#### **MAIN CLUBHOUSE**

- One (1) Large Wall Hanging / Picture over Fireplace Mantle
- Two (2) Large, black Candle Holders on mantle
- One (1) Oblong tray on Coffee Table
- One (1) Large Square Coffee Table (Wooden)
- One (1) Wooden end Table
- Two (2) Large Over-Stuffed Arm chares
- One (1) Leather Sofa (7')
- Two (2) Large Oriental Rugs near Fire Place and under Dining Table
- One (1) Side board with shelf (Wooden)
- One (1) Side board lamp
- Three (3) Trinket boxes on side board
- One (1) Trinket box on end table
- One (1) Three Drawer Chest
- One (1) Small lamp on three drawer chest
- One (1) computer monitor on three drawer chest

West Hampton Clubhouse Procedures and Responsibilities (Revised February 2020)



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## Clubhouse Rental Agreement

- Three (3) Outdoor rubber mats outside each entrance
- Gas Logs with fire screen and key starter for gas fireplace
- One (1) Wooden Dining Room Table with two (2) arm chairs and two (2) side chairs
- Four (4) Metal/Wood High top Tables
- One (1) large Wall mirror hanging in stairwell
- Twelve (12) High Top Chairs
- Four (4) piece Wicker Set with matching cushions on covered back deck area
- Two (2) Older wicker chairs on covered back deck area
- One (1) Red Upright vacuum Cleaner on back deck area
- One (1) Small Canister Vacuum cleaner with Attachments in downstairs storage area
- One (1) wicker basket for cables located under the three-drawer chest

### DOWNSTAIRS KITCHEN

- One (1) 24 Cu ft Refrigerator Freezer
- One (1) Electric Range with standard non-convection oven
- One (1) Portable counter-top Microwave oven
- Two (2) Plastic four (4) shelf shelving units along walls
- One (1) Plastic kitchen trash can with removable swing top
- One (1) A-B-C Chemical Fire Extinguisher

### EXTRA

- Five (5) 70” round tables, Plastic with foldable legs
- Three (3) 6’ Rectangular, Plastic, Tables with folding Metal legs
- Five (5) White 70” Round Table cloths (Available upon request)
- One (1) 7’ Christmas Tree with Decorations
- Thirty-Two (32) White folding chairs with plastic seats and backs
- One (1) Rolling storage rack for the White folding Chairs
- Twenty-Five (25) Black, metal folding chairs
- One (1) Rolling storage rack for metal folding chairs
- One (1) Aluminum, two wheel expandable hand truck
- One (1) 4 ft. Folding Table (Plastic)
- Two (2) 3ft Round folding Tables (wood)
- One (1) “Three Step” folding stepladder

### DOWNSTAIRS BATHROOMS

- Two (1) Each Bathroom – Stainless Steel Flip Top Trash Cans with Plastic liners