



Lake Sovereign Homeowners Association, Inc.
330 Lake Sovereign Court
Canton, Georgia 30114-6895
404-487-8621

AGREEMENT FOR USE OF LAKE SOVEREIGN AMENITIES

This agreement for use of Lake Sovereign amenities is made by and between Lake Sovereign Homeowners Associations, Inc. a Georgia non-profit corporation ("Amenity Owner") and _____ a home owner in Lake Sovereign.

Event Description: _____

Event Location: _____

Event Date: _____

Event Time: _____

Permission is hereby granted to _____ who resides at _____ for the exclusive use of the above-referenced Lake Sovereign Amenity during the above agreed upon time.

A security deposit of \$300.00 made payable to the Lake Sovereign Homeowners Association, Inc., is required to insure against any damage to the Amenity or theft there from. This deposit will be refunded within seventy-two (72) hours after walk-through inspection is made of the Amenity following the event, unless damage to the Amenity is noted in such walk-through. _____ shall be notified within seventy-two (72) hours after the event of any damage claims made by the homeowners association.

The amenity owner (Lake Sovereign Homeowners Associations, Inc.) shall have the option of paying for any damage to the Amenity out of the Security Deposit irrespective of whether such damage is covered under any applicable insurance policy. In addition, a non refundable usage fee of \$50.00 will be required for the use of the Amenity. Both the Security Deposit and the Usage Fee must be received one (1) week prior to the event or the event may be canceled.

_____ shall exonerate, indemnify and hold harmless the Amenity Owner, as well as its officers, or representatives and assigns from any and/or all liability, loss, cost, expense, damage, claims and/or all demands on account of injury, including death by natural and any other cause, or any and/or all persons brought to the Amenity directly or indirectly through _____, and any loss from damage to property or loss of personal property and/or injury to or death of any person arising out of or resulting in any manner from or occurring in connection with the use of the Amenity for the subject event. The foregoing indemnity shall not apply where the damaged property or injury or death of any person was the result of the gross negligence or intentional misconduct of Amenity Owner or its authorized agents. The foregoing indemnity obligation of _____ shall include reasonable attorney's fees,

investigation costs and other reasonable costs and expenses incurred by Amenity Owner. Furthermore, the foregoing indemnity shall survive the termination of this agreement.

_____ hereby releases the Amenity Owner from any liability resulting from the inaccessibility of the Amenity location due to inclement weather and other acts of God.

_____ acknowledges and agrees to the following general rules and policies:

Smoking is not permitted within any indoor area of the Amenity.

All trash generated by the event must be removed from the Amenity immediately after the end of the event. The trash may not be left overnight.

Food may be warmed in the kitchen area. Cooking is not allowed.

Amenity must be left as found.

All electrical cords and equipment cables used must be installed so as not to present a hazard for guests and must be in accordance with NEC and NFPA 70E safety guidelines. Electrical cords must not be taped to the floors in walking areas.

Nothing may be nailed, stapled, taped or glued to any location inside or outside of Amenity.

Candles or other illumination must be globed. No open flames are allowed.

All guest and caterers must vacate Amenity by _____p.m.

No sale of alcoholic beverages will be allowed. Alcohol may be served on a complementary basis, but only to persons over 21 years of age.

No music is allowed in any outdoor area of the Amenity, unless otherwise approved in writing by the Amenity Owner. Furthermore, all music must end by _____p.m. Amenity Owner reserves the right to require musicians to reduce their sound output in the event the Amenity Owner receives complaints related thereto.

_____ shall comply with all applicable governmental laws, rules, regulations and codes in connection with its event, including, but not limited to, restricting the number of persons allowed within the Amenity at any given time to that allowed under applicable fire code.

The Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

All Caterers must carry proof of insurance, applicable health certificates and local business licenses.

Caterers must bring all supplies needed for their duties. Breakdown must occur immediately after the subject event, and all rental and décor items removed from the Amenity the same night, unless special arrangements are made and agreed to in writing by Amenity Owner.

Caterers are responsible for maintaining the cleanliness of the kitchen and all food service areas.

In WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year noted below.

AMENITY OWNER:

Lake Sovereign Homeowners Association, Inc.
A Georgia nonprofit corporation.

By: _____
Authorized Agent

Date: _____

Homeowner:

Print Name: _____

Address: _____

Phone # _____

Cell Phone# _____

Date: _____