

CANONGATE VILLAGE
P.O. BOX 3, TYRONE, GEORGIA 30290

Pavilion Usage Agreement

HOMEOWNER NAME: _____ **PHONE NUMBER :** _____

STREET ADDRESS: _____ **DATE OF EVENT :** _____

EVENT START TIME: _____ **EVENT END TIME:** _____ **DEP. REC'D :** YES NO

Reservation & Security Deposit:

The applicant must be a homeowner in good standing of Canongate Village Homeowners Association. All reservations must be made in advance with, _____ Phone: _____. A reservation is for the entire day from sun-up to 9:00 pm and is not considered "reserved" until the \$50.00* security deposit is received by _____. The day prior to your event, you will receive a 4-digit code for the bathroom and kitchen doors. Should you decide to cancel your event after you have paid the deposit fee, please contact _____ for the return of your deposit. Checks are to be made payable to the Canongate Village Homeowner's Association. (* Refundable)

Indemnification:

Member agrees to defend, indemnify and hold harmless Association, and Association members, officers, directors, agents, employees and manager, past, present, and future, from any and all costs, all attorneys' fees, expert fees and all other defense costs or liability or causes of action for personal injury or death or damage to the member's property arising directly or indirectly out of the member's use of or related to the use of the Pavilion by Member. This indemnification shall extend to all claims made to the Association. This indemnification shall apply regardless of any active and/or passive negligent act or omission of Association or its officers, directors, members, agents, employees or property manager, or any of them.

Regulations Governing the Use of the Pavilion:

Member's use of the Pavilion shall be subject to all applicable rules, restrictions and regulations contained in the Declaration of Covenants, Conditions and Restrictions for The Canongate Village Homeowners Association; the Rules for Private Use of the Pavilion Facility as adopted from time to time by the Association (a copy of said present rules is attached hereto); the Bylaws of the Association and any other appropriate and applicable rules and regulations, including local and civil ordinances. Member covenants and agrees to conform to and abide by all of said rules and regulations. I further understand and agree that as a homeowner and resident of Canongate Village, I am responsible for the conduct and noise level of all guests and family members attending or participating in any function for which I have reserved the Pavilion.

MEMBER ACKNOWLEDGES AND AGREES THAT COMPLIANCE WITH ALL AFOREMENTIONED RULES AND REGULATIONS IS HIS/HER RESPONSIBILITY AND ANY BREACH THEREOF BY GUESTS, INVITEES OR ANY OTHER PERSONS SHALL BE THE RESPONSIBILITY OF MEMBER.

Violation of Agreement:

Should Member violate any of the terms of this Agreement or of the rules and regulations governing the use of the Pavilion, following notice of hearing and opportunity to be heard, Member shall lose his deposit and, shall be denied the use of the Pavilion for up to twelve (12) months. In addition, Member shall be subject to such other discipline as provided in the Declaration of Covenants, Conditions, and Restrictions for The Canongate Village Homeowners Association, including the requirement that the Member reserving the Pavilion pay a Special Individual Assessment to reimburse the Association for any out-of-pocket costs that are not covered by the security deposit.

Dispute Resolution; Attorney's Fees: All claims arising out of or relating to this Agreement shall be filed exclusively in the Superior Court of Cobb County, Georgia. Should attorney's fees be incurred in enforcing the Agreement the prevailing party may recover said fees.

This Agreement is executed the day and year written below. I have read and understand all of the above and attached documents, have initialed each page and agree to the terms thereof.

Signature: _____ **Date:** _____

CANONGATE VILLAGE HOMEOWNERS ASSOCIATION

Pavilion Rules / Security Deposit / Inspection

In order to protect our common property and ensure it remains in good condition for the future enjoyment of all homeowners, you (and your guests) are expected to read and abide by the following policies:

The Homeowner Agrees to the Following:

- 1. Parking - Park all vehicles on the asphalt parking area only. No vehicles permitted in the grass. Overflow parking permitted on White Shark Cove roadway; no parking on resident's grass. Do not block driveways.
2. Presence - the homeowner reserving the pavilion agrees to be present for the duration of the event.
3. Conduct / Noise - You are responsible for the conduct and noise level of your guests.
4. Boats - Only battery powered motors are permitted. No boats with a gasoline powered motor, even if it is not being used, is allowed on the lake. Do not block the boat ramp, or otherwise prevent homeowners access to it.
5. Utility Expenses - Any excessive use of water or electricity above normal monthly billing rates, as determined by the treasurer, will be charge directly to the homeowner, (i.e., Water Slide).
6. Decorations - Do not use tape on any painted surface. Push pins are permitted on wood surfaces. Remove all decorations from the Pavilion or grounds when your event is over.
7. Trash - Place all food / debris from the kitchen and bathroom, in trash bags and remove it completely from the premises of the Pavilion and take it to your residence for trash service. Do not throw any trash in the woods or the lake.
8. Grill - Ensure the propane tank is off. Clean the grates of the grill and wipe down all surfaces of the grill. Place grill and cleaned utensils inside the kitchen at the end of the event.
9. Kitchen - After your event, clean the kitchen and wipe down all surfaces. Ensure that kitchen faucet is in the off position, turn off light, close and lock kitchen door.
10. Patio Furniture/Tables - Return all furniture to its original location. Return 6 ft tables, if used, to the storage shed and lock the storage shed doors.
11. Fireplace - The supply of firewood is the responsibility of the user. Extinguish the fire completely and ensure that the hearth and concrete areas are clean. Do not use any accelerants to ignite the fire.
12. Lights - Turn off all lights and ceiling fan by switching the fuses in the electrical panel in the kitchen to the off position. or as directed.
13. Restroom - After your event, clean the sink and toilet. Remove trash from area and follow guidelines listed above. Ensure that restroom faucet is in the off position, turn off the light, close and lock restroom door
14. Gate - Lock the gate to the driveway when leaving after your event.
15. Damage - Immediately report damage to furniture or property to
16. Acceptance of Condition - It is the responsibility of the homeowner to inspect the condition of the Pavilion bathroom, kitchen, and grounds prior to their event and to immediately report any unsatisfactory conditions. If no report is made, the homeowner agrees to use the Pavilion as is.

Return of Deposit

The pavilion will be inspected within 24 hours after your event. If the pavilion is found to be in good condition, the security deposit will be available for pick-up at a mutually agreed upon time between the homeowner and .However, if any of the above policies are not followed, the deposit will be forfeited and future use of the pavilion will be suspended for a period of twelve (12) months. Initial:

For Office Use Only:

Date of Inspection:

Inspected By:

- Trash removed
Decorations removed
Propane tank turned off
Grill cleaned and put away
Kitchen cleaned & locked

- Fireplace in order
Lights and Ceiling fan off
Restroom cleaned & locked
Gate locked
Patio furniture in place

Status: [] Passed [] Failed Comments:

2024 Area Reps

<u>Area 1 - Cathy Harker</u>	770-315-2386
<u>Area 2 - Andy Gaydon</u>	334-717-6428
<u>Area 3 - Karl McPherson</u>	770-616-3936
<u>Area 4 - Jack Cunningham</u>	678-304-7038