

**Resident's Application for Reservation and Usage Agreement  
for the Oakleigh Community Pool and Deck  
4751 Oakleigh Manor Drive**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ between the Oakleigh Homeowner's Association, Inc. (herein called "Association") and \_\_\_\_\_ (herein called "Resident"). If Resident wishes to use/reserve any portion of the clubhouse, a separate agreement and security deposit is required.

**WITNESSETH**

The Association agrees that the above named Resident may use the Oakleigh Pool and Deck (herein called the "Pool Area") for a private Event under the following terms and conditions, as well as in compliance with all **Pool Rules**. Reservation of the "Pool Area" includes use of the deck adjacent to the Pool, and the equipment found thereon. The Resident acknowledges that the Pool Area cannot be reserved for his/her exclusive use.

**Purpose/Attendance**

1) Resident is using the Pool Area for the purpose of \_\_\_\_\_ ("Event") which Event will be attended by not more than \_\_\_\_\_ persons. **(Limit of 50 People)**

**Date/Time**

2) The Event will be held between the hours of \_\_\_\_\_ and \_\_\_\_\_ on \_\_\_\_\_, 20 \_\_\_\_\_ ("Usage Date"). Resident understands that the Event may not extend past the hour of 11PM, except for clean-up activities. Resident understands that continued use of the Pool Area after the hours listed above will constitute a breach of this Agreement and may result in forfeiture of their deposit.

A Resident's reservation of the Clubhouse, either the upper area or the lower area, does not include use of the Pool Area as part of that reservation. Use of the Pool Area for an Event requires a separate reservation.

**Security Deposit**

3) Resident will submit payment by separate check or credit card, of a refundable security/cleaning deposit, in the amount of fifty (\$50.00) to the Association with the return of this Application and Usage Agreement. Further, Resident understands and agrees that the deposit can be used to pay for cleaning costs and can be applied to the cost of repairing any damage to the facility and/or furnishings, equipment, structure(s), or any other portion of Oakleigh's Community property resulting from Resident's actions or the actions of any Resident's family members, employees, agents, servants, guests, invitees or any other person that is in any way related to Resident's usage of the Pool Area. Resident understands that any charges against his/her deposit will be explained to him/her in written form. If the costs of repairs/replacements exceed the amount of his/her deposit, Resident agrees to pay the Association the full costs of all repairs/replacements within ten (10) days of a

written notice outlining the costs for such repairs/replacements. Resident further agrees that all deposits, fees and expenses incurred as a result of his/her usage of the Pool Area shall be considered an assessment and constitute a lien against his/her property and shall be collectible as such at his/her expense, including all legal fees incurred in the collection thereof.

### **Resident Responsibility**

4) Resident assumes full responsibility for the actions and behavior of all persons present at, attending or in any way related to the Event and agrees that he/she and his/her guests will abide by the Declaration, By-Laws and the Rules and Regulations of the Association. Resident agrees to adhere to all County, State and Federal laws and ordinances while using the Pool Area, including noise ordinances and laws regarding alcoholic beverages and drugs. Resident also agrees to adhere to all rules and regulations adopted by the Oakleigh Board of Directors. Resident acknowledges that violation thereof by any person present at, attending or in any way related to the Event, may, at the sole discretion of the Association's Board of Directors, result in the forfeiture of Resident's deposit. Resident understands that he/she must be present at all times during the Event, and follow any directions given by a member or members of the Board of Directors regarding use of the Pool Area, its facilities and/or equipment.

### **Cancellation**

5) In the event of cancellation of his/her reservation forty-eight (48) hours or more before the usage date, Resident's deposit and usage fee will be refunded in full. Cancellation after this time period will result in a charge of Ten Dollars (\$10.00), which will be subtracted from Resident's deposit.

### **Inventory**

6) Clubhouse and Poolside furniture and/or equipment may not be borrowed by or loaned to anyone; nor may it be removed from the Clubhouse or Pool Area to which it is assigned.

### **Cleanup**

7) Resident agrees to clean the Pool Area and all related facilities to the satisfaction of the Board of Directors and/or its agents after use and acknowledges that he/she has received a copy of the Cleaning Checklist attached hereto and incorporated herein. Resident acknowledges that he/she is required to leave the Pool Area in neat, clean and undamaged condition immediately following the Event. An inspection of the Pool Area and review of the inventory list will occur within twelve (12) hours of the Event by the Resident and an agent of the Association appointed by the Board of Directors. Resident understands and agrees that a minimum fee of Fifty Dollars (\$50.00) will be deducted from the deposit for cleaning if the Pool Area is not in the same condition as prior to his/her usage of same.

### **Keys**

8) If Resident is provided with keys restrooms they must be returned within twelve (12) hours of the Event or the final inspection whichever occurs first. Failure to return the keys within twelve (12) hours will result in forfeiture of the deposit and possible liability for any subsequent damage to the Pool Area. A lost key will result in forfeiture of the deposit.

### **Deposit Refund**

9) Subject to those deductions provided for in the Agreement, the deposit will be refunded in whole or in part by mail no later than twenty-one days (21) after the Usage Date.

### **Damage to Pool Area**

10) Resident agrees to accept full responsibility for his/her actions and those of the guests, whether invited or uninvited, and agrees to pay reasonable replacement costs for any and all damage caused to the Pool Area, its contents, furnishings, equipment, or Oakleigh Community property by Resident or his/her guests which exceeds the deposit specified in Section 3. Resident further agrees that any amount for damages which exceed the deposit automatically will become a special assessment against Resident's lot.

### **General Release**

11) Resident shall 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 releases and forever discharges Oakleigh Homeowners Association, Inc., its officers, directors, committee members, employees, agents and members, past, present and future, from any and all claims, costs, causes of action, and liability for personal injury or death, fines, penalties, damage to or destruction of the property arising from Resident's use of the Pool Area and for appurtenances.

### **Indemnification**

12) Resident agrees to indemnify and holds harmless Oakleigh Homeowners Association, Inc., and its respective officers, directors, committee members, employees, agents and members, past, present and future, from any and all charges, claims, costs, causes of action, fines, penalties, damages and liabilities (including, but not limited to attorneys' fees) for any and all injuries, to either person or property, suffered by Resident, his/her family members, employees, agents, servants, guests, invitees or any member of the Association or any other person which arise from or in any way related to the Event, use of the Pool Area and/or its appurtenances, or any violation of the terms of this agreement, including any laws, ordinances, rules or regulations pertaining thereto.

### **Right of Use**

13) Resident understands that he/she cannot be granted the exclusive use of the Pool Area for the time period described above subject to the right herein reserved by the Association to enter the Pool Area and terminate his/her use thereof should the conduct of any person using the facility endanger the health, safety, or well-being of any person or constitute a threat to any property.

### **Supervision**

14) Resident will be in attendance for the entire event. Resident hereby agrees and represents that the Pool Area will be used for lawful purposes only and that he/she will comply with all local laws or ordinances regarding or regulating use of the Pool Area, including any and all rules, laws or ordinances concerning or relating to water safety.

Resident agrees that if any conduct at the Event violates federal, state, county or municipal laws or ordinances, his/her right to use the Pool Area under this Agreement shall terminate and the Association shall have the right to take possession of the Pool Area and instruct his/her guests to leave the property; provided, however no provision contained herein shall be deemed to create an obligation on the part of the Association to supervise the Event or to terminate the Event. Resident specifically agrees to assume all responsibilities, risks, liabilities and hazards caused by or in any way related to the breach of this provision as provided herein. Termination of an Event on the part of the Board or any of its agents shall not constitute termination of this agreement.

In the event that children under fourteen (14) years of age are expected to attend the Event Resident agrees to provide a private lifeguard to monitor the use of the Pool. One (1) lifeguard will be provided for every twenty (20) underage guests.

### **Noise**

15) The use or operation, or permitting to be used or operated, of any machine, device or equipment for producing or reproducing sound (including, but not limited to, radios, phonographs, CD and tape players, musical instruments and/or amplifiers) in such a manner as to disturb the peace, quiet and comfort of neighboring inhabitants is strictly prohibited. The playing of any such audio equipment at a volume which is plainly audible to a person, who is an involuntary listener thereto, at a distance of fifty (50) feet or more from the location at which the machine or device is being operated, if outdoors, or fifty (50) feet or more from any building, structure or vehicle in which it is located, shall constitute prima facie evidence of violation of this agreement, and may result in the termination of this agreement and of the Event. The operation of any such audio equipment on Oakleigh property between the hours of 11:00 PM and 7:00 AM is strictly prohibited.

In addition, Resident agrees to abide by the Cobb County Noise Ordinance Article VII, Section 50-257 of the Cobb County Code: Enumeration of Prohibited Noise.

### **Alcoholic Beverages & Drugs/Minors**

16) If minors are to attend the Event, Resident agrees and represents to Association that no alcoholic beverages shall be served, sold or otherwise be made available to minors at the Event and that minors will not be allowed to consume or otherwise possess any alcoholic beverages at the Event. Substances prohibited by Federal, State and/or County law shall not be made available or used by any person attending the Event, whether invited or uninvited, anywhere on property belonging to the Oakleigh HOA.

Resident agrees that at no time during the entire Event shall the supervising Resident leave the premises. Resident further agrees that he/she shall not consume alcoholic beverages during the Event, but shall remain willing and fully able to monitor and supervise the Event. Resident agrees that his/her supervisory duties requires him/her to observe the Event and prevent adults from lawfully obtaining alcohol and then unlawfully giving or providing alcoholic beverages to minors, and to prevent anyone attending the Event from providing or using prohibited substances on Oakleigh property. Resident agrees that such supervisory duties shall include the Pool Area and

all adjacent common areas. Minors who leave the Event area to consume alcoholic beverages shall be reported by names to the Oakleigh Board of Directors so that the Board may take appropriate action. Any person found using prohibited substances during the Event, anywhere on Oakleigh property shall be reported by name to the Oakleigh Board of Directors so that the Board may take appropriate action.

Resident specifically agrees to assume all responsibilities, risks, liabilities and hazards caused by or in any way related to the breach of this provision as provided herein.

If this Agreement is terminated by the Association pursuant to this Paragraph, the Association shall have the right to instruct Resident's guests to leave the property; provided however, no provision contained herein shall be deemed to create an obligation on the part of the Association to supervise the Event or to terminate the Event

### **Smoking**

17) SMOKING is not permitted inside the Pool Area. If guests smoke outside the Pool Area (on porches/grounds, etc.), cigarette and/or cigar butts must be disposed of properly.

### **Glass**

18) All glass objects, including bottles, cups, glasses, plates or other glass containers, are strictly prohibited inside the Pool Area. All food and drinks must be served in paper or plastic cups and plates. Bringing any glass objects into the Pool Area shall be considered a breach of this agreement and grounds for terminating the Event and withholding the deposit.

### **Decorations**

19) Decorations may not be attached to the exterior walls of the Clubhouse or other structures in the Pool Area. Scotch tape, masking tape, packaging tape, duct tape or similar adhesive materials may not be used in the Pool Area. Decorations may be attached to the woodwork using "7 Day Clean Release Painting Tape" only; which must be removed, along with all decorations at the conclusion of the Event.

### **Parking Lot**

20) The parking lot closes and the gate will be locked at 10 PM. Any one who remains at the Event after 10 PM will have to find alternative parking for their vehicles.

### **Loss of Rights**

21) Recognizing the serious nature of permitting minors to have alcoholic beverages, or prohibited substances, or the commission of any other violation of Federal, State or County Law by Resident or his/her guests, whether invited or uninvited, while on Oakleigh property, Resident agrees that if after reasonable investigation by the Oakleigh Board of Directors or its agents, it is determined that violations of Paragraph 4 and/or 14 occurred during the Event, the Oakleigh Board of Directors shall have the right and power to deny Resident future use of the Pool and all other Oakleigh amenities for a period not to exceed five (5) years. Imposition of the penalty under this Paragraph shall not relieve the Resident of paying his/her Homeowner's

Association dues during the period for which the Resident may not use the Pool and other amenities.

**Effective Date**

22) Resident understands that his/her usage of the Pool Area on the aforementioned date will not be confirmed nor will the Agreement be binding until such time as the Association, or its agent, has executed the Agreement.

Resident has carefully read and understands this Agreement and agrees to be bound by its terms.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_  
(Please Print)

Address \_\_\_\_\_

Phone \_\_\_\_\_

Approved on behalf of the Oakleigh Homeowners Association:

Signature \_\_\_\_\_

Date \_\_\_\_\_

## Pool Area Checklist

### Condition Prior to Use:

### Comments (Be Specific)

Restrooms:

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Pool Deck:

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Pool Furniture:

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Pool Equipment:  
(Gas Grills, Ice Machine, etc.)

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Grounds:

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Parking Areas:

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\_\_\_\_\_ I understand that **open flames** are not allowed in the Pool Area.

\_\_\_\_\_ I understand that **confetti and silly string** are not allowed in the Pool Area.

\_\_\_\_\_ I understand that **I must DISPOSE OF ALL TRASH OFF THE PREMISES.**

**You will be charged if you leave garbage, use open flames, confetti, silly string or allow Smoking in the Pool Area.**

**Inspected by:** \_\_\_\_\_

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

### **Additional Comments:**

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## Pool Area Checklist

Checklist must be completed and keys returned within twelve (12) hours of the Event.

**Condition After Use:**

**Comments (Be Specific)**

Restrooms:

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Pool Deck:

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Pool Furniture:

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Pool Equipment:

(Gas Grills, Ice Machine, etc.)

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Grounds:

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Parking Areas:

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**You will be charged if you do not take your garbage off the premises.**

**Inspected by:** \_\_\_\_\_

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

**Additional Comments:**

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