



MARTIN'S LANDING FOUNDATION, INC.

9205 Martin Road, Roswell, Georgia 30076
770-992-6432 www.martinslanding.org

Martin's Landing River Lodge Reservation Agreement

In consideration of the Martin's Landing Foundation, Inc. (the "Association") allowing the undersigned the use of the River Lodge, I, the undersigned, agree as follows:

1. The undersigned agrees to reserve the River Lodge of the Association under the terms and conditions set forth below.
2. The undersigned will make a security deposit in the amount of \$350.00, which is due and payable upon execution of the Reservation Agreement. The undersigned understands and agrees that the security deposit will be used to pay (or partially pay) for any and all damages resulting to the River Lodge, its contents, or any other portion of the Association's property from any actions of the undersigned or any actions of persons present at or attending or in any other way related to the function. The undersigned understands that any charges made against the security deposit will be explained. If the cost of repairs exceeds the amount of the security deposit, the undersigned agrees to pay the Association the full costs of all repairs within (15) days of receipt of a written notice explaining the damage and an itemized bill from the Association for such repairs. The undersigned agrees that all deposits, fees, expenses incurred by the Association as a result of the use of the River Lodge under this Reservation Agreement (and any other sums due under the terms of this Reservation Agreement) shall be considered an assessment and constitute a lien against the property of the undersigned and shall be fully collectible in the same manner as the assessments authorized by the Declaration of Protective Covenants for Martin's Landing Foundation ("Declaration").
3. The undersigned agrees to pay a \$650.00 (for rental Fri, Sat., Sun) \$400(M-Th) for a rental for themselves, that is due and payable at least 2 weeks prior to the Reservation date in addition to a \$350 refundable deposit fee. If the reservation is made less than 5 days in advance the reservation cost will be \$800 (Fri, Sat, Sun rental).
4. The undersigned is reserving the River Lodge for a purpose that will be attended by not more than 150 persons per the Fire Marshall. Only Martin's Landing residents in good standing may reserve and host a function at the River Lodge. This agreement does not include pool privileges.
5. The undersigned understands that the continued use of the River Lodge after hours for which it has been reserved will constitute a breach of this Reservation Agreement and will result in the forfeiture of the security deposit by the undersigned. **Rentals must end at 1:00 a.m. the following day. (i.e rental for Friday, 7/22 will end at 1 am on 7/23.**
6. The undersigned assumes all responsibility, risks, liabilities, and hazards incidental to the function and hereby releases and forever discharges the Association, its officers, directors, employees, managers, agents, and members from any and all claims, costs, causes of action judgments, suits, executions, attachments, liens, debts, expenses, obligations, liability for personal injury or death and damage to or destruction of property as well as losses of every kind and nature, known and unknown, judicial or administrative, any of which arise from or are in any way connected or related to the above function, and/or use of the River Lodge and property of the Association and its appurtenances by the undersigned including but not limited any loss of power (through whatever cause) as well as any storm damage and/or act of god .
7. The undersigned further agrees to indemnify and hold harmless the Association, its officers, directors, employees, managers, agents, and members from any and all claims, costs, causes of action, judgments, suits, executions, attachments, liens, debts, expenses, obligations, liabilities (including, but not limited to, attorney fees) for any injury

to person or property suffered by the undersigned, and the undersigned family members, guests or invitees or any other person as well as losses of every other kind and nature (including but not limited any loss due to any loss of power (through whatever cause) as well as any storm damage and/or act of god) any of which arise from or are in any way related to the above function and/or use of the River Lodge and property of the Association and its appurtenances, whether or not caused by the Association's negligence.

The undersigned assumes all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to the undersigned function and agree to be personally responsible for causing all such persons to comply with the Declaration and the Association's By-Laws and Rules and Regulations.

The undersigned certifies that they are a Martin's Landing homeowner, and that the undersigned will be in attendance at the function. The undersigned hereby agrees and represents that the River Lodge will be used for lawful purposes only. The undersigned hereby agrees to obey all local, state and federal laws, including but not limited to the prohibition of serving alcohol to minors. If the Association reasonably believes that the undersigned's use of the River Lodge violates any federal, state, or local laws or ordinances, or if the conduct of any person at the River Lodge endangers the health, safety, or welfare of any person or the River Lodge or other property of the Association, the Association shall have the right to terminate the undersigned's use of the River Lodge and to instruct all persons to immediately leave the River Lodge and the Association's property.

In the event of a cancellation of the reservation in writing by the undersigned 30 days before the reservation date, the deposit will be refunded. Cancellation after this time period will result in a loss of the deposit. Failure to obtain the key during regular office hours can result in a de facto cancellation of rental. There is no staff on weekends or holidays.

8. The deposit, less any permitted deductions or charges, will be refunded by mail or in person to the undersigned. The undersigned agrees to return the River Lodge to the condition in which it was found. A copy of the Clean-Up Checklist attached hereby incorporated as part of the Reservation Agreement.

The River Lodge and pool and deck are smoke-free facilities. Smoking will only be permitted outside the building and fenced enclosures. Smoking will not be permitted in or around any entryway. No glass of any kind is permitted on the pool deck area- this includes the upper deck on poolside of the River Lodge.

9. The undersigned understands that a fire suppression hood is located above the stove in the kitchen of the River Lodge, and, if the suppression hood is activated during the time of this rental, the undersigned will be charged for the clean-up and replacement of the fire suppression system.
10. The undersigned understands that the reservation of the River Lodge on the aforementioned date will not be confirmed nor will this reservation agreement be binding until such time as the Association has executed this Reservation Agreement and receipt of the deposit.
11. The undersigned agrees that fog machines and any other smoke/fog producing activities are strictly prohibited. Failure to follow this rule could result in the fire alarm activating which will render the elevator unusable. The undersigned also agrees to pay any fees associated with resetting the fire alarm off and reactivating the elevator.
12. The undersigned agrees that helium balloons shall not be used in the Lodge as they get caught in the ceiling fans and must be removed. No nails, staples, push pins or hooks permitted in the walls or ceiling. If using tape for decorations, please use painters tape or masking tape. If using the fireplace, you must provide your own wood and make sure the fire is completely out when you leave.

The undersigned has carefully read and understands this Reservation Agreement and the aforementioned rules and agrees to be bound by its terms.

RESERVATION DATE _____

RESRVATION TIME _____

RESERVATION PURPOSE _____

POOL USAGE: YES _____ NO _____

IF YES, WHAT HOURS _____

(if yes, please complete pool usage form)

NAME (Please Print) _____

ADDRESS _____

CITY ROSWELL STATE GA ZIP 30076

PHONE # _____ EMAIL _____

SIGNATURE _____

TODAY'S DATE _____

Payment is to be made in 2-3 separate checks (1. \$350 deposit fee, 2. Rental fee 3. Lifeguard fees (if applicable)) payable to **Martins Landing Foundation, Inc.** and mailed to:

Martin's Landing Foundation
9205 Martin Road
Roswell, GA 30076

CHECK LIST

- All trash is picked up and trash is taken to dumpster, placed in dumpster, not next to dumpster
- Folding tables and chairs are put back into the appropriate closets. Chairs in closet to right of fireplace (covers on) and round folding tables in the rack in the left hand closet.
- Permanent furniture (sofa, loveseat, chairs, coffee table, wood tables and chairs) is put back as you found it.
- All supplies that are brought into Lodge by renter are removed.
- Do NOT leave anything in the refrigerator, freezer, oven, dishwasher or cabinets
- If fireplace is used, fire is COMPLETELY out. Screen replaced.
- All A-V components and TV must be turned off.
- Remote controls are placed back into the cabinet and doors closed.
- Clean out and wipe down the kitchen counters, stove , oven , refrigerator, freezer and warming drawers. (make sure warming drawers are turned off
- Sweep Floors and clean deck area of trash
- Elevator is returned to the upper level and the key turned to lock.
- The thermostat is on the wall near the bathrooms. Please return the temperature to 80 in the summer and 60 in the winter.
- Set Alarm by pressing **01162**
- Close all doors completely. Double check the doors to the deck.
- Turn lights/fans off in both the upstairs and downstairs areas.
- Remove interior and exterior decorations (i.e balloons, posters, streamers,etc) from **mailbox, message board, doors, fence, gate.**

DO NOT USE ANY TYPE OF TAPE, ADHESIVE HOOKS, TACKS OR OTHER DEVICES ON ANY WALLS OR OTHER SURFACES. REMOVE ALL DECORATIONS. DO NOT MOVE OUTDOOR FURNITURE FROM OUTSIDE AREAS. DO NOT BRING HELIUM BALLOONS INTO THE RIVER LODGE.