



MARTIN'S LANDING FOUNDATION, INC.

Office - 9205 Martin Road, Roswell, Georgia 30076

770-992-6432 www.martinslanding.org

Martin's Landing River Lodge Reservation Agreement

Lodge - 1221 Riverside Rd. Roswell, GA 30076

Only Martin's Landing Residents in good standing are permitted to rent the Lodge.

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: (Please read and initial each item.)

_____ The undersigned agrees to reserve the River Lodge of the Association under the terms and conditions set forth below.

_____ The undersigned agrees that the homeowner will be present for the entire duration of the event. If the homeowner is not present for the duration of the event, a fine of \$2,000.00 may be levied on the homeowner's account and amenity privileges may be suspended.

_____ The undersigned will make a security deposit in the amount of \$500.00 which is due and payable upon execution of the Reservation Agreement. The Reservation Agreement will not be binding, and the date of event will not be reserved until the office has received the fully executed agreement and the deposit.

_____ The undersigned understands and agrees that the security deposit will be used to pay (or partially pay) for any and all damages or extra cleaning 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 deposit, less any permitted deductions or charges, will be refunded by mail or in person to the undersigned.

_____ 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").

_____ The undersigned agrees to pay a usage fee of \$650.00 for rentals on Fri, Sat, or Sun, and a usage fee of \$400.00 for rentals on Mon, Tues, Wed, or Thurs. The usage fee is due and payable at least 2 weeks prior to the Reservation date and is separate from the \$500.00 refundable deposit fee. If the reservation is made less than two weeks in advance the reservation cost will be \$800.00.

_____ The undersigned agrees to purchase liability insurance in the amount of \$1,000,000 for their event and provide proof of insurance. A certificate of insurance naming Martin's Landing Foundation as additional insured and certificate holder must be submitted to management at least 2 weeks prior to the Reservation date.

_____ The undersigned is reserving the River Lodge for a purpose that will be attended by not more than 150 persons per the Fire Marshall.

_____ This agreement does not include pool privileges or the lower level of the Lodge. There is an additional required application to apply for a pool party. Use of these areas or swimming without prior approval may result in a fine of \$2,000.00 being levied against the homeowner's account and the suspension of amenity privileges.

_____ The undersigned understands that the lodge rental hours are from 8:00 a.m. to 1:00 a.m. the following day. The continued use of the River Lodge after hours for which it has been reserved will constitute a breach of this Reservation Agreement. Rentals must end, and all guest, supplies and trash must be completely out of the Lodge by 1:00 a.m. the

following day. (i.e. rental for Friday, 7/22 will end at 1:00 a.m. on 7/23). Failure to vacate the building by the end of the reservation time may result in a fine of \$2,000.00 being levied on the homeowner's account and the suspension of amenity privileges.

_____ 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 .

_____ 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 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 and forfeit the deposit. Furthermore, fines may be levied against the homeowner's account and amenity privileges may be suspended.

_____ The undersigned hereby agrees that cancellation of the event less than 30-days prior to the event will result in a loss of the entire deposit. In the event of a cancellation of the reservation in writing by the undersigned 30-days or more before the reservation date, the deposit will be refunded in full. To cancel a reservation, please contact the management. Office hours are typically Mon. - Fri. 9:00 a.m. to 5:00 p.m. There is no staff in the office on weekends or holidays.

_____ The undersigned hereby agrees and understands that Martin's Landing reserves the right to cancel a reservation at any time due to unforeseeable circumstances or acts of God. In the event Martin's Landing cannot honor this contract all fees and deposits will be refunded.

_____ The undersigned agrees to return the River Lodge to the condition in which it was found. A copy of the Clean-Up Checklist is attached and hereby incorporated as part of the Reservation Agreement. Please read, sign, and have a copy at the event.

_____ The undersigned understands that the River Lodge, decks, and pool area 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.

_____ The undersigned understands that no glass of any kind is permitted on the upper decks of the River Lodge.

_____ The undersigned understands that the River Lodge rear deck stairs are for emergency exit only. Using these stairs may initiate the emergency exit alarm.

_____ 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.

_____ The undersigned agrees that fog machines, open flames, sparklers 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.

_____ The undersigned agrees that helium balloons shall not be used in the Lodge as they get caught in the ceiling fans/lights and must be removed.

_____ The undersigned agrees to **NOT** use any nails, staples, push pins, tacks, hooks, adhesives or tape on the walls, beams, doors, windows/window frames, outside structure, decks or ceiling; otherwise, the full deposit will be forfeited.

_____ The undersigned agrees to not remove any pictures from the wall or any furniture from the River Lodge at any time.

_____ Any unnecessary triggering of the fire alarm, security alarm, or emergency exit system may result in a fine of \$500.00 levied against the homeowner's account in addition to any actual costs incurred to reset the systems or for emergency responses.

_____ Renters will be allowed to tour the lodge one (1) time free of charge. There is a charge of \$35.00 for each additional showing that must be paid in advance at the office by check/money order or TownSq. Failure to arrive within 15 minutes of a scheduled showing will result in the showing being canceled and any showing fees being forfeited. If you need to reschedule, please ensure that you contact the showing person at least 2-hours in advance of the showing to prevent forfeiting the showing fee.

_____ The undersigned understands and agrees **NO** pets are allowed in the lodge at any time.

_____ The undersigned understands and agrees that any violation of this reservation agreement may result in fines being levied on the homeowner's account, specific assessments for any actual costs incurred by the Association as a result of the violation, and the suspension of amenity privileges.

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

RESERVATION DATE _____

RESERVATION PURPOSE _____

NAME (Please Print) _____

PROPERTY ADDRESS _____

CITY ROSWELL STATE GA ZIP 30076

PHONE # _____ EMAIL _____

SIGNATURE _____

TODAY'S DATE _____

Payment is to be made in 2 separate checks, 1) the deposit 2) the fee. Made out to: Martins Landing Foundation, Inc.
Mailed or delivered to: Martin's Landing Foundation - 9205 Martin Road, Roswell, GA 30076

RIVER LODGE CHECK LIST

Emergency Number - 678-297-9566

The undersign agrees to abide by the following rules or forfeit part or all monies paid or incur additional fines.
Please read and initial each item:

- ☐ The vehicle gate closes at 11:00 p.m. You will be able to exit out but not enter back in.
- ☐ All trash must be taken to the dumpster, and placed **in** the dumpster, not next to dumpster or in the trash cans.
- ☐ Parking is not allowed in the circular driveway per fire code. It may only be used for immediate loading and unloading.
- ☐ Do not prop the downstairs gate at any time. Propping the gate is a security and safety issue. Propping the gate also causes damage to the gate closer.
- ☐ The security alarm is located inside the lodge on the wall to the right of the doors. The security alarm must be disarmed.
- ☐ If you see any damage, take a picture before your event and send to mlf@martinslanding.org.
- ☐ Doors to the outside front and back decks lock automatically, keep your key card with you and use floor stopper to prop doors open. If you disable the doors, you will forfeit your full deposit.
- ☐ There are 3 thermostats. Only turn to adjust temperature. Do not push. Upon departure leave on ECO.
- ☐ Light switches have a little slider on the sides so they may be dimmed.
- ☐ Elevators are very slow, be patient. To turn the elevator on, turn the key to "Run". The key must remain in the elevator at all times. If you break or loose the key, you will be charged.
- ☐ **DO NOT USE ANY TYPE OF TAPE, ADHESIVES, HOOKS, PUSH PINS, STAPLES, TACKS, NAILS OR OTHER DEVICES ON ANY WALLS, WINDOWS, DOORS, BEAMS, CEILING OR EXTERIOR STRUCTURE. Any damage to paint or wallpaper or the need to remove decorations or tape will cause you to forfeit your entire deposit and you may incur additional fees.**
- ☐ No helium balloons are allowed inside as they might get caught in fans/lights or float too high to remove.
- ☐ No fog machines, open flames, sparklers, or other smoke/fog producing activities.
- ☐ The fireplace is for tea lights only. No fires are allowed.
- ☐ Outdoor furniture is to remain outdoors at all times.
- ☐ If you damage the indoor floors you will be charged to repair/replace all damages.
- ☐ Chairs are in the closet to right of the fireplace. They must be returned, 15 to a rack, the bottom one must be on the rack all the way.
- ☐ Folding tables are in the closet to the left of the fireplace. They must be returned to the same order and closet where they came from.
- ☐ Permanent furniture must be put back as you found it. If damaged, you will be charged the cost to replace it.
- ☐ TV remote and sound system must be left in good working order. Turn them off before you leave.
- ☐ Do NOT leave anything in the refrigerator, freezer, oven, dishwasher or cabinets. Please empty all ice into the sink.
- ☐ Clean out and wipe down the kitchen counters, stove, oven, refrigerator, freezer and warming drawers. Make sure warming drawers are turned off.
- ☐ All supplies and food that are brought into Lodge must be removed when you leave. If you brought it in, take it out. You will not be allowed to return the next day to get things left behind. They will be thrown away or donated.
- ☐ Leave the lodge as close as possible to how you entered. Pick up all trash and sweep as needed. Leave all trash cans empty.
- ☐ Do not take what was here when you got here. If it was here Leave it.
- ☐ The elevator is to be returned to the upper level and the key turned to the stop position. The door should be opened. The key should be left in the elevator. Failure to return the elevator to the upper floor and turning it to the stop position will result in forfeiture of the full deposit.
- ☐ Close all doors completely. Double check the doors to the back deck.
- ☐ Turn lights/fans off.
- ☐ When all doors are closed set the security alarm. You will have one minute to exit the building once alarm is set.
- ☐ Turn lights off downstairs.
- ☐ Remove outdoor decorations and road signs.
- ☐ Additional Cleaning fee may be added if the Lodge is not left in the condition it was found in.

What is included in the Rental;

1 - Bar or Entry table
6 - 45" Round Folding Tables
4 - 45" Wood Tables with Black Table Covers
11 - Wood and Black Padded Chairs 72 - Stackable Chairs
3 - 8' Rectangle Wood Tables
8 - Accent Wood Chairs
4 - Accent Tables

TV with remote and Sound Bar
Sound System with Microphone

Hand Paper Towels
Hand Soap
Toilet Paper
Total of 2 Trash Cans
1 Be Careful Drinking Sign

Oven Mitts
Kitchen Cleaning Supplies
Broom, Dustpan