

Mountain Crest Clubhouse

Fee and Deposit schedule for Clubhouse Reservations

2710 Barley Downs Circle: \$200 Reservation fee, \$500 Deposit
(ALL Mt Crest Homeowners
Lower Level of Clubhouse ONLY)

2950 Westlington Circle: \$150 Reservation fee, \$250 Deposit
(Exclusive to Bridlewood and Stablegate ONLY)

The clubhouse is an amenity of Mountain Crest and available for homeowners to use under a reservation only process. Fees are to offset the additional expenses for the regular use of the clubhouse. Fees will contribute but not be limited to the utilities, cleaning costs and general maintenance of the clubhouse. The Deposit will be applied IF there is additional wear and tear or damage to the clubhouse. Otherwise if the Clubhouse is returned to its original condition, the Deposit will be returned.

Please contact Alisha Cannizzaro in advance to check the availability of the clubhouse. Once the Reservation Form and Funds are received (2 checks), the requested date will be confirmed. Access device will be activated as of the day of the clubhouse is requested.

Warning: Under Georgia law, there is no liability for an injury or death of an individual entering these premises if such injury or death results from the inherent risks of contracting COVID-19. You are assuming this risk by entering these premises.

Check availability by email:
AlishaCannizzaro@fieldstonerp.com

Check availability by phone: 404-793-2624

Mail form and funds to:
Mountain Crest Community Association
2675 Paces Ferry Rd., Ste 125
Atlanta, Ga. 30339



**MOUNTAIN CREST HOA
(Barley Downs Circle)
CLUBHOUSE RESERVATION AGREEMENT**

In consideration for the MOUNTAIN CREST Homeowners Association allowing me the exclusive use of the MOUNTAIN CREST Clubhouse and equipment and furnishings, I, the undersigned, agree as follows:

1. I agree to reserve the Clubhouse of the MOUNTAIN CREST Homeowners Association on _____, under the terms and conditions set forth below.
2. I am reserving the Lower Level of the Clubhouse (ONLY) for the purpose of _____ which will be attended by not more than _____ people (no more than 35 persons). This will be a “not for profit” function and in no way will benefit my family or me financially.
3. The party or other function will be held between the hours of _____ and _____ on the date noted above. I understand that I must be at the Clubhouse throughout the duration of the event. I understand that continued use of the Clubhouse after the hours for which it has been reserved will constitute a breach of this Agreement and will result in forfeiture of my deposit.
4. **I understand that a Non-Refundable Rental fee in the amount of \$200 is required** and is due and payable upon submission of this Application and Agreement. **I further understand and agree that a \$500 Refundable Clubhouse Rental Deposit is required** and is also due and payable upon submission of this Application and Agreement (2 separate checks) and will be used towards utility and cleaning costs, any and all damages resulting to the Clubhouse, its contents, or any other portion of the property from any actions or any actions of persons present at, or attending, or in any other way related to my function. If the cost of repairs exceeds the amount of my refundable deposit, I agree to pay the Association the full cost of all repairs within ten (10) days of receipt of a written explanation of the damages and a bill from the Association for such repairs. I agree that all deposits, fees and expenses incurred by the Association as a result of the use of the Clubhouse under this Agreement shall be considered as assessment and constitute a lien against my property and shall be fully collectible as such as provided for in the Association's Declaration and By-Laws. Please mail Clubhouse reservation form and funds to: MOUNTAIN CREST COMMUNITY ASSOCIATION, 2675 Paces Ferry Road, SE, Ste 125, Atlanta, Ga. 30339.
5. I assume all responsibility, risks, liabilities and hazards incidental to the activities applied for (including, but not limited to, the serving of alcoholic beverages, which I understand is prohibited without a uniformed police officer if more than eight (8) guests attend), and hereby release and forever discharge the Association, its officers, directors, employees, agents and members, past, present and future, from any and all claims, costs, causes of action and liability for personal injury or death and damage to or destruction of property arising from my use of the Clubhouse and its appurtenances.
6. I agree to indemnify and hold harmless the Association, Fieldstone Realty Associates, LLC, the Declarant, its officers, directors, employees, agents and members, past, present and future, from any and all claims, costs, causes of action and liability (including, but not limited to, attorneys fees) for any injury, to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees or any member of the Association or any other person which arise from or are in any way related to the above activity, whether or not caused by the Association's negligence.
7. I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to my function and agree to be personally responsible for causing all such persons to comply with the Association's Declaration, By-Laws and Rules and Regulations. I acknowledge that violation thereof by any person present at, attending, or in any other way related to my function may, at the sole discretion of the Association's Board of Directors, result in forfeiture of my refundable deposit.
8. I understand that I am ONLY being granted the exclusive use of the Lower Level of the Clubhouse for the time period described above subject to the right herein reserved by the Association to enter the Clubhouse and terminate my 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 of any property. The pool and pool deck are not part of this agreement and not to be reserved for private events. Any entry to the upper level of the clubhouse will result in the forfeiture of my Deposit.

9. I am at least eighteen (18) years of age, a Mountain Crest Home Owner and in good standing with my association assessments and will be in attendance at my function. I hereby agree and represent that the Clubhouse will be used for lawful purposes only and that if any conduct at the function I am sponsoring violates federal, state or local laws or ordinances, my rights to use the Clubhouse under this Agreement shall be terminated and the Association shall have the right to take possession of the Clubhouse and instruct my guests to leave the property.
10. In the event of cancellation of my reservation forty-eight (48) hours or more before the reservation date, the refundable deposit will be refunded in full. Cancellation after this time period will result in a charge of \$100, which will be subtracted from the refundable deposit.
11. Subject to those deductions provided for in this Agreement, the refundable deposit will be refunded in whole or in part by mail.
12. **I agree to clean the Clubhouse and its facilities after my use, including but not limited to checking the outdoor trash bin(s) and common grounds or be subject to forfeiture of my Refundable Deposit.** This includes, but not limited to making the Clubhouse usable for the next event by ensuring the bathrooms are presentable, dumping indoor trash bin(s), outdoor trash bin(s). Clubhouse furniture, appliances and related items where applicable are not to be moved from their original place. Outside furniture cannot be brought into the clubhouse. Decorations are to be freestanding only. Decorations are not to be taped, tacked or nailed on the walls, trim or windows. I will not create or contribute to an unsightly area by adding more trash to a bin(s) that are already full or about to be full. I agree to take excess trash to my home and use my receptacle as an alternative to leave trash in a full bin(s) or on common grounds or illegal dumping. I agree and assume that I'm the last event that is held in the Clubhouse. I will be responsible to take care of how the trash bin(s) look prior to leaving. If trash was there before my party, I will take picture(s) before setting up for my party and report my findings to management. I understand that Mountain Crest HOA trash bin(s) are serviced on Friday by our Sanitation vendor and is subject to change due to holidays and weather.
13. I understand that my reservation of the Clubhouse on the aforementioned date will not be confirmed nor will this Agreement be binding until such time as this Agreement has been executed by the Association.
14. I understand that the clubhouse is under Surveillance. This reservation is ONLY for the use of the LOWER level of the Clubhouse. If any guest enters the upper level, this will result in loss of deposit and availability to reserve the clubhouse in the future.
15. I have carefully read and understand this agreement and have also reviewed the Event Checklist.
16. **Warning: Under Georgia law, there is no liability for an injury or death of an individual entering these premises if such injury or death results from the inherent risks of contracting COVID-19. You are assuming this risk by entering these premises.**
17. Please indicate number of guests attending. Guests 16 and over must sign and return a waiver to the HOA. A packet containing all waivers must be received in one email including the rental agreement. The check is sent directly to the Fieldstone office as indicated in item #4 in this agreement.

Owner Name: _____

Address: _____ Access Card/Proximeter Numbers (TR#) _____

Home Phone _____ Cell Phone _____ Email _____

Signature _____ Date _____

Number of Guests over 16 years old attending event (must not exceed 35 guests in total) _____

FOR ASSOCIATION USE ONLY:
Agreed to and accepted by Association:

By _____ Date _____

Title _____

**WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY
AGREEMENT (“AGREEMENT”)**

**BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE
RIGHT TO SUE MOUNTAIN CREST COMMUNITY ASSOCIATION, INC.**

Assumption of Risk: I, the undersigned, wish to use the Association Swimming Pool, Association Clubhouse, Association Fitness Center/Gym, Association Pickleball Courts, Association Hiking Trails, Association Tennis Courts, Association Restroom Facilities, Association Playground Area and any other recreational amenity or open space owned by the Association, if any, (“Association Amenity Areas”) beginning December 1, 2020. I recognize and understand that using the Association Amenity Areas involves certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I also understand that there are additional risks at this time, including, but not limited to, the increased risk of contracting an illness, specifically the COVID-19 virus, which risk I am willingly assuming by using the Association Amenity Areas. Initials: _____

Waiver and Release: In consideration of my use of the Association Amenity Areas, I for myself, my heirs, personal representatives or assigns and my minor child(ren), release, waive, forever discharge and covenant not to sue the Association, its members, officers, directors, employees, managers and agents (“Released Parties”) from or for any and all claims, costs, causes of action, and liabilities arising out of or related to any loss, damages, personal injury, accident, illness or death related to COVID-19 or otherwise, including for damage to or destruction of property, property loss, or any other consequences thereof of whatever kind and nature, known or unknown, anticipated or unanticipated, which arise from or are in any way related to the use of the Association Amenity Area during the COVID-19 pandemic, including any claims arising out of the Association’s negligence (“Claims”) by myself or any family member for or through whom I may otherwise claim. I, on behalf of myself and my minor child, also hereby forever and fully agree to defend, indemnify, and hold harmless the Released Parties of and from any and all Claims. In the event my minor child, upon reaching the legal age of majority, asserts any Claim against the Released Parties, I hereby agree to hold harmless and indemnify Released Parties in such legal action in the same manner and for the same reasons as otherwise covered in this Agreement.

Indemnity and Hold Harmless: I also agree to DEFEND, INDEMNIFY AND HOLD HARMLESS the MOUNTAIN CREST COMMUNITY ASSOCIATION INC., its Board of Directors, officers, employees and agents from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought by any of my guests, invitees or any third party as a result of my use of the Association Amenity Areas.

Association Rules and Regulations: I agree to comply with all Association rules and regulations, specifically those rules and regulations put in place to address the COVID-19 pandemic. I further agree to waive and discharge any and all claims which arise from my failure to abide by, in any way, the rules and regulations put in place by the Association and which govern the Association Amenity Areas. I finally agree to indemnify and hold harmless, the MOUNTAIN CREST COMMUNITY ASSOCIATION Inc., its Board of Directors, officers, employees and agents from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys’ fees brought by any of my guests, invitees or any third party as a result of my failure to abide by and follow the rules and regulations put in place by the Association and which govern the Association Amenity Areas.

Covenant of Good Health: I hereby covenant, represent and agree that to the best of my knowledge, I am in good physical condition and am not exhibiting any symptoms of COVID-19 and have not been exposed to anyone who is suspected to have or is confirmed to have COVID-19 in the previous fourteen (14) days.

Covenant of Familiarization: I hereby covenant, represent and agree that I am familiar with the hazards of COVID-19 and am familiar with the current Center for Disease Control and Prevention (“CDC”) and Georgia

Department of Health (“GA DPH”) guidelines regarding the prevention and transmission of COVID-19. I acknowledge and understand that the CDC and GA DPH guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates from the CDC and GA DPH. I understand and agree that during my use of the Association Amenity Areas I will practice social distancing and mask wearing in accordance with CDC and GA DPH guidelines, which currently means that I will stay at least 6 feet away from anyone who is not also a resident of my household and I will wear a mask, except for when inside the pool. Further I agree, to cover any coughs and sneezes, wash my hands frequently, and sanitize and disinfect any areas that I may touch or of which I come into physical contact before and after such physical contact

Severability: I, the undersigned further expressly agree that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of Georgia and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Signage. I acknowledge and agree that the Association has posted signage as required by O.C.G.A. § 51-16-3, generally known as the Georgia COVID-19 Pandemic Business Safety Act.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I further understand that this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and assigns, in the event of my death. If applicable, I hereby certify that I am the biological parent or legal guardian of the minor child having sufficient parental rights to bind the minor child to this Agreement. I agree and acknowledge that sole responsibility for the health, safety, welfare, or security of the minor child rests with me, and the Association shall not be responsible for same. I, on behalf of myself and my minor child, hereby further agree that this Agreement shall be construed in accordance with the laws of the State of Georgia.

Term of Agreement: This Agreement shall remain in full force and effect from the date of its execution until the earlier of December 31, 2021 or such time the Board of Directors, in its sole discretion, determines that the Agreement is no longer of effect and informs the Owners of its determination.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES. PLEASE READ CAREFULLY!

(Please print name clearly)

Name of Guardian (if Releaser is under 18)

Address

City/State Postal Code

Phone #

Email

X _____ Date Signed: _____

Address within Association (if different from above): _____

MOUNTAIN CREST CLUBHOUSE
AFTER EVENT CHECK LIST
For Association use only:

ALL DOORS and WINDOWS MUST BE LOCKED / ALARM SET _____ (as of 8/13/18, alarm N/A – Subject to change) – Must check Doors to bathrooms leading to pool. LOCK the door. Must confirm all windows are locked.

FINE - \$250.00 PLUS FULL LIABILITY FOR DAMAGES AND STOLEN ITEMS

ALL LIGHTS TURNED OFF _____

FINE - \$100.00

THERMOSTAT RETURNED TO MAINTAINED TEMP _____

HEAT – 62 DEGREES COOLING – 72 DEGREES

FINE- \$100.00

PUT FIREPLACE REMOTE ON TOP OF MANTLE _____

FINE FOR REPLACEMENT IF LOST/DAMAGED (includes vendor trip charge) – \$250.00

ALL GARBAGE REMOVED – DO NOT DRAG TRASHBAGS ACROSS FLOOR NUMBER OF BAGS REMOVED _____

FINE - \$25.00/PER BAG

CLUBHOUSE TO BE RETURNED TO ORIGINAL STATE AS RENTED. FURNITURE/RUGS MUST BE IN ORIGINAL PLACE – FURNITURE/RUGS MUST NOT BE LIFTED AND NOT DRAGGED ACROSS WOOD FLOOR

****DO NOT MOVE FURNITURE/RUGS PER AGREEMENT****

FURNITURE MOVED _____ PIECES MOVED _____

NOTICEABLE NEW SCRATCHES FLOORS/WALLS _____

NOTICEABLE NEW INDENTATIONS FLOORS/WALLS _____

WATER DAMAGE FLOORS/WALLS _____

FINE – \$25.00/ PER PIECE OF FURNITURE/COST OF REPAIR FOR ANY FLOOR DAMAGE

NO STAPLING, PINNING, TAPING TO WALLS, LIGHTING OR ANY OTHER FIXTURES. NO CONFETTI OR GLITTER. _____

FINE - \$50.00 AND COST OF REPAIR TO WALLS/FIXTURE

RENTAL FURNITURE/EQUIPMENT BROKEN DOWN _____

FINE - \$100.00 BREAKDOWN FEE

ALL APPLIANCES CLEARED OF FOOD ITEMS _____

ALL EVENT ITEMS REMOVED _____

NO SMOKING OR OPEN FLAMES INCLUDING CANDLES _____

FINE – \$200.00

OTHER DAMAGES: _____

ADDITIONAL CLEANING FEES: _____

Event Date: _____ Inspection date: _____

Inspection completed by: _____

FINE _____