



Kensington Park Property Owners' Clubhouse Rules and Regulations

Revised -2017

Rental Information:

1. To reserve the clubhouse, you **must** be a member in good standing of the Kensington Park Property Owners' Association ("Association") and you **must** be present for the entire length of the function.
2. Complete payment of the rental fee and deposit must be paid within 10 days of receiving the rental confirmation and must be paid at least 7 days prior to the rental date. The total payment includes the **rental fee of \$100 for a consecutive 4 hour time frame plus the \$200 damage deposit for members**. The minimum rental fee is \$100. The rental fee does not decrease if the rental is less than 4 hours. After the event, the deposit will be refunded to the resident as long as all the rules and cleaning guidelines are followed and no damage is sustained to Kensington Park Property Owners' property resulting from your rental.
3. The Sunday – Thursday Clubhouse rental time periods are as follows: Period A is from 9am-1pm, Period B is from 2pm-6pm, and Period C is from 7pm-11pm. The Friday and Saturday Clubhouse rental time periods are as follows: Period A is from 10am-2pm, Period B is from 3pm-7pm, and Period C is from 8pm-12midnight.
4. The pool cannot be reserved, but it may be used in conjunction with a clubhouse rental for small parties with a maximum size of ten (10) people when using the pool.
5. Christmas Eve/Day, New Year's Eve/Day, Thanksgiving, Easter, Memorial Day, Independence Day, and Labor Day holidays are set aside for the neighborhood and residents and therefore cannot be reserved for the entire weekend or the weekday that the holiday takes place.
6. Renter agrees to be responsible for obtaining any licenses pertaining to works of authorship as defined by the Copyright Act of 1976, including, but not limited to, musical works; dramatic works; pictorial, graphic, and sculptural works; motion pictures and other audiovisual works; and sound recordings. By renting the clubhouse, renter agrees to hold Kensington Park Property Owners' Association and Premiere Association Management, P.A.M., harmless from any and all claims, including, but not limited to cease and desist letters, demands for payments and alleged violations of applicable law.

INDEMNIFICATION:

Renter agrees to indemnify, defend, and hold harmless Kensington Park Property Owners' Association from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorney's fees and expenses of renter and the Association), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from (i) any injury to, or the death of, any person, or any damage to property on the Kensington Park Property Owners' Association or upon adjoining sidewalks, streets, or ways, or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the Kensington Park Property Owners' Association or related facilities or any parts thereof, or resulting from the condition thereof or of adjoining sidewalks, streets, or ways, (ii) violation of any agreement or condition hereof, (iii) violation by renter of any contract or agreement to which renter is a party, or any restriction, statute, law, ordinance, or regulation, in each case affecting the Kensington Park Property Owners' Association or related facilities or any part thereof, or the ownership, occupancy, or use thereof, (iv) any negligence or tortious act on the part of renter or any of its agents, contractors, licensees or invitees, and (v) any injury or claim associated with the performance of any work protected by intellectual property law or any other related cause of action. In case any action, suit, or proceeding is brought against the Association by reason of any occurrence herein described, renter will, at its own expense, defend such action, suit, or proceeding with counsel reasonable acceptable to Association. Nothing in this provision shall be interpreted as limiting renter's obligations under other provisions of this agreement, including the obligations set forth in Paragraph 5.



Usage:

- **No** smoking in the clubhouse.
- Clubhouse usage is limited to 4 hours (unless otherwise approved by P.A.M. and/or the Board of Directors).
- Clubhouse shall be vacated by 11:30 PM Sunday – Thursday, and 12:30 AM on Fridays and Saturdays. The pool may not be used after dark.
- Renter must be courteous to any rental immediately following their rental and be sure to complete the cleaning *within 30 minutes after your rental*.
- **No** decorations may be attached to the walls or ceiling of the clubhouse.
- **No** music is allowed outside the clubhouse.
- **No** glass containers are allowed outside the clubhouse or on the pool deck.
- **No** animals are allowed in the clubhouse or in the gated pool area.
- Turn off ALL lights and lock all doors before leaving the clubhouse.
- Turn off Television and kitchen appliances.
- **No** Grills are allowed on the Clubhouse property. If grilling during your rental, your entire deposit will be kept and you will be blocked from future rentals.
- **Must** reset thermostat (heat only) to 55 degrees when leaving. Failure to reset the thermostat will result in your deposit being forfeited.

Cleaning:

- Clean the facility including the kitchen area and bathroom → sweep floors, wipe down counters, etc. (see Cleaning Checklist)
- Cleaning supplies and trash bags must be supplied by the renter.
- All trash bags and other trash must be gathered and removed from the premises immediately after the rental. Do not put trash in the swimming pool trash cans or large trash bin.
- Inspect for cleanliness and straighten up as necessary.
- Cleaning must be done *before you leave the premises* (or within your reserved rental time) and all items brought by the renter must be removed before leaving.

Furniture:

- Furniture should not be moved or relocated during any event.

Security Camera:

- Please do not tamper with security cameras under any circumstances, otherwise there will be a \$1,000.00 fine.

WI-FI Access Code:

Club7927



Kensington Park Property Owners Association, Inc. Club House Rental Request

NAME: _____

ADDRESS: _____ LITHIA SPRINGS, GA 30122

PHONE NUMBER: Cell _____ Email _____@_____.com

DATE REQUESTED: _____ **TIME START** _____ **TIME STOP** _____

- A rental fee **and** a security deposit must accompany the reservation form. – CAPACITY 80
- Clubhouse Rental Fee: \$100.00
- Security Deposit: \$200.00. The security deposit is returned only if the post-event inspection indicates the facility is in pre-event conditions.
- Returned Checks: A \$75.00 fee will be charged for checks returned for insufficient funds.
- The approval of a reservation will be subject to the member being current, the type of activity to take place, the signing of the reservation request and the two required checks. Reservation requests should be made at least two weeks in advance of requested date.
- Only one (1) party per weekend (NO parties are approved for general holidays }.
- Clubhouse rentals must start after 10:00 AM and terminate before 11:30 PM. After 11:00 PM, be considerate and do not disturb your neighbors. If complaints are received, the rental may be terminated.
- All guests of the party must observe the pool rules. Violators will be asked to leave the pool area. The Board reserves the right to cancel reservations at any time.
- On the day of the event, a Board Member will take digital pictures of the club h o u s e and provide the renting member a key to the clubhouse.
- After the event, the facility must be locked at all entry doors, cleaned and renting member will deliver the keys to the Board member within 24 hours after the close of the event. A Board member will take a digital picture and receive the key back from the member. Any discrepancies will be noted at this time. Loss of a key by the renting member will result in a charge to re-key the clubhouse doors. If there are no discrepancies, the renter's security deposit check will be returned.
- A fine or revocation of swimming privileges may occur for those having a pool party without a reservation or for an infraction of any of the above rules. The member reserving the clubhouse or pool is responsible for the conduct of the guests

In case of emergency, please call 911 and/or any member of Board.

Homeowner: _____ **Date:** _____

Board Representative: _____ **Date:** _____