

Clubhouse Usage Guidelines – 2008

(Approved by Board of Directors on 2/12/08)

The clubhouse may be reserved by residents of North Forke Plantation for private social, not-for-profit engagements provided that all dues and special assessments are current and no outstanding liens or covenant violations exist. The clubhouse may be reserved only for private events that are personally hosted and fully paid for by a North Forke resident. The clubhouse may not be reserved for any event that is subsidized in whole or in part by outside individuals or outside organizations. Neighborhood-sanctioned and certain civic groups led by North Forke Plantation residents may reserve the clubhouse for their regular meetings (i.e., Board meetings, Committee meetings, Book Club, Bible Study, etc.). In such cases, it is the responsibility of such groups to return furniture to its original place and leave the clubhouse in good order.

Events

The clubhouse belongs to the North Forke Plantation Homeowners Association (NFPHA). The Clubhouse Committee is dedicated to keeping the clubhouse in good repair and protecting this valuable asset. For this reason, requests to hold certain events may be denied should they be inconsistent with this commitment.

While both the upper and lower levels may be reserved, certain types of events will only be permitted in the lower level of the clubhouse. The following list provides a general overview of the types of events that may and may not be allowed in the clubhouse, but the list is not meant to be all-inclusive. If a request is received for an event that is not listed below, a determination of its suitability will be made by the Clubhouse Committee and/or the NFPHA Board of Directors.

1. Events approved for either level of the clubhouse: adult socials; neighborhood-sanctioned teen socials; anniversary parties; adult birthday parties; weddings and wedding receptions of North Forke residents only, to include adult children and step-children of those residents; any event that is not subsidized in whole or in part by outside individuals or an outside organization; approved events where the majority of the guests are over the age of 21. At all events where guests under the age of 21 years are present, there must a ratio of 1 supervising adult for each 10 guests under the age of 21.
2. Events approved only for the lower level of the clubhouse: children and teen parties; graduation parties where the majority of the guests are under the age of 21. At all events where guests under the age of 21 years are present, there must a ratio of 1 supervising adult for each 10 guests under the age of 21.
3. Events not permitted in the clubhouse: any event where the homeowner has offered the clubhouse for use by a non-North Forke resident or by an outside organization's use and is not personally hosting and personally paying for the event; weddings or wedding receptions of persons other than those listed in Item #1; events where the appropriate ratio of adults to persons under the age of 21 years has not been satisfied; and other events that are not listed that may be determined by the Clubhouse Committee to be unsuitable.

Procedures

1. All bookings must be made with DeeDee Gray by calling (678) 344-2026.
2. Reservations will be taken on a first-come, first-serve basis.
3. Reservations must be made at least one week prior to the event.
4. Reservations must be canceled at least 48 hours prior to the event. Failure to do so will result in forfeiting the cleaning and rental fees.
5. The homeowner must first review the entire **Clubhouse Usage Guidelines** to become fully aware of his/her responsibilities. The **Release and Indemnification** form (contained within the Guidelines) must be signed by the homeowner and returned (along with the appropriate payments) to DeeDee Gray @ 1506 Annapolis. Shortly before the event, the homeowner should refer to the Guidelines, particularly the section entitled, "Clubhouse Usage Agreement", to review his/her responsibilities for a clubhouse rental.

6. Dates for events will be reserved no longer than 24 hours without fees paid in full and a signed **Release and Indemnification** from the **Clubhouse Usage Guidelines**.
7. The upper level and lower level are available from 10 a.m. until midnight.
8. No more than 125 persons may be scheduled to attend an event in the upper level of the Clubhouse, and no more than 50 persons may be scheduled to attend an event in the lower level of the clubhouse.
9. Three separate amounts are required upon reserving the clubhouse: a security deposit, a rental fee, and a cleaning fee. Only the security deposit is refundable provided that no damage or rule violations occur.
10. A homeowner is responsible for supplying all needed items for the function and removal of all items.
11. It is the responsibility of the homeowner to inspect the clubhouse prior to the event and report any damage to the clubhouse to the Chair of the Clubhouse Committee. The **Pre-Post Inspection Form** is available for this purpose and the homeowner is obligated to complete and return this form prior to the event. If a homeowner chooses not to complete and return this form, the homeowner risks being charged for damages that were unknown to the Clubhouse Committee prior to the event.
12. If a transaction is disputed, a homeowner may appeal in writing to the NFPHA Board of Directors. The Board will review all facts provided by the homeowner and will obtain input from the Clubhouse Committee. A final determination will be made by the Board.
13. If there are any problems or questions before, during, or after a reserved event, please contact DeeDee Gray by calling (678) 344-2026. If she is unavailable, please contact another member of the Clubhouse Committee by referring to the North Forke Directory

General Clubhouse Rules

1. Rollerblades, skateboards, bicycles, and strollers are never permitted inside any area of the clubhouse or on the clubhouse deck.
2. Smoking is not permitted inside the clubhouse or on the surrounding deck and disabled ramp, or on the concrete patios. When smoking in other areas, all cigarette butts must be extinguished and the remains collected and discarded in a fire-proof receptacle. They are not to be thrown on the ground, parking lot, or any other area of North Forke commons areas.
3. Serving alcoholic beverages to persons under the age of 21 is strictly prohibited.
4. Throwing rice, birdseed, confetti, etc. from, in, around, or at the clubhouse is not permitted.
5. Windows and doors should be closed during the event to minimize disturbances to neighbors. (Remember our neighbors live around the clubhouse.)
6. If heat and cooling thermostats are adjusted before an event, they must be returned to a reasonable temperature after the event.

***Please keep in mind, when using the clubhouse, it is your clubhouse.
Treat it as you would your own home.***

Fee Schedule (Make all checks payable to NFPHA)

Number of Attendees	Level (Floor)	Rental Fee		Cleaning Fee (not optional)		Security* Deposit
35 or Less	Upper	\$100	+	\$100	+	\$500
36 - 70	Upper	\$175	+	\$125	+	\$500
71 - 125	Upper	\$300	+	\$150	+	\$500
Max. of 50	Lower	\$25	+	\$75	+	\$500
By floor	Both	By floor	+	\$200	+	\$500

Surcharge for Band / DJ: A surcharge of \$100 will apply for events having a band or DJ. This surcharge is in addition to the above rental and cleaning fees and security deposit.

Neighborhood-sanctioned Events: No rental fee, security deposit, or cleaning fee will be charged for neighborhood-sanctioned social events.

*Security Deposit: The check will be destroyed after inspection has determined that no damage has occurred and that all conditions of this agreement have been met. If damage or rule violations are found in excess of \$500.00, you will be billed for the amount in excess, and your security deposit will not be returned. Please allow two weeks for the return of security deposits, as applicable.

Clubhouse Usage Agreement

I understand and agree to all the following conditions in renting the North Forke Plantation Homeowners Association (NFPHA) Clubhouse:

1. I am a homeowner in good standing with the NFPHA. All dues and special assessments are current and no outstanding liens or covenant violations exist.
2. I possess a working key FOB. I will contact HMS to secure a FOB if I have not already done so before I reserve a date.
3. I agree to accept any and all responsibility for any costs to correct and/or repair any damage done to the furnishings or property on the clubhouse premises in relation to the usage. I understand that it is my responsibility to inspect the clubhouse prior to the event and report any damage to the clubhouse to the Chair of the Clubhouse Committee. (See Item #11 under "Procedures".)
4. I agree to pay all required fees outlined in the section entitled, "Fee Schedule".
5. If I need to cancel, I agree to notify the Chair of the Clubhouse Committee within 48 hours prior to my scheduled reservation. Failure to do so will result in forfeiting the cleaning and rental fees.
6. I agree to supervise and attend the function and be present whenever the clubhouse is occupied (including when caterers, florists, etc. are present). At no time may a non-resident be allowed in the clubhouse if the resident host is not present on the clubhouse premises. (\$50 will be retained from deposit check if this rule is violated.)
7. I agree to remove all trash and place it in the outside bins. (\$30 will be retained from deposit check if this item is not done).
8. I agree to remove and dispose of trash from inside, from the outside deck, and front walkway. Garbage cans along the back parking lot may be used to discard the trash provided all trash is placed inside the canisters. (\$30 will be retained from deposit check if this item is not done).
9. I agree to remove any food or drink spills from the countertops, floors, and carpets. (\$50 will be retained from deposit check if this item is not done).
10. I agree to return furniture to its original position. (\$25 will be retained from deposit check if this item is not done).
11. I agree that furniture may not be removed from the premises or its original level. (\$50 will be retained from deposit check if this occurs).
12. I agree to use only masking tape to affix decorations, and I will not use fishing line to mount decorations. And I agree that, if used, I will not affix masking tape to the furniture or drywall / wallboard. I also agree to immediately remove all masking tape and other debris (banners, balloons, etc.) once the event is over. Nothing may be affixed to the furniture or drywall /

- wallboard for any reason, and no holes are to be drilled or otherwise made in the woodwork (no push pins, etc.). (\$50 will be retained from deposit check if this item is not done).
13. I agree that serving alcoholic beverages to persons under the age of 21 is strictly prohibited. Identification may be checked by the Gwinnett County police or an agent of the Association.
 14. I agree to turn off all lights and lock all doors and windows at the conclusion of the function, and adjust heating and cooling thermostats as needed. (\$75 will be retained from deposit check if this item is not done).
 15. There are only a limited number of parking spots in front of the clubhouse (approximately 25 spots). I understand that it is my responsibility to plan accordingly. I agree to ensure that neighborhood roads are not blocked or impeded by guests invited to the event. If the clubhouse parking lot becomes full, parking on the street is allowed but only on one side or the other with cars parked in normal traffic direction. I understand that to do otherwise is a violation of Gwinnett County regulations, and vehicles can legally be ticketed if a violation occurs. Parking on grass is not permitted. (\$50 will be retained from deposit check if vehicles are parked on the grass.)
 16. I understand there is a maximum capacity allowed in the clubhouse. I agree to abide by the maximum allowable number of guests in the clubhouse (maximum of 125 in the upper level and a maximum of 50 in the lower level). (\$50 will be retained from deposit if a violation occurs.)
 17. If my event is held in the upper level of the clubhouse where persons under the age of 21 attend, I will ensure that the majority of the guests will be over the age of 21 years (see Item #1 under “Events”). At all events where guests under the age of 21 years are present, there must be a ratio of 1 supervising adult for each 10 guests under the age of 21. (My entire deposit will be retained if a violation occurs, and I will jeopardize my future use of the clubhouse.)
 18. I understand that the clubhouse may not be reserved for events that are partly or wholly subsidized by outside individuals or organizations. (\$200 will be retained from deposit check if this provision is violated.)
 19. I have read and agree to abide by the **Clubhouse Usage Agreement**, and I understand failure to do so will result in automatic forfeiture of all or part of the security deposit. (A copy of the rules and furniture floor plan are found in the clubhouse kitchen.)

Release and Indemnification & Pre-Post Inspection Forms

The **Release and Indemnification** and the **Pre-Post Inspection Form** must be signed and submitted by the homeowner prior to any clubhouse rental. They can be found on the following pages. Please note that there are two inspection forms – one for each level that is being rented.

(Note: Contact HMS or visit website to obtain a copy of these forms.)

RELEASE AND INDEMNIFICATION

1. _____ (Lessee) agrees to and shall indemnify the NFPHA (Lessor) against and hold the Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney’s fees, arising out of, connected with or resulting from the consumption of alcoholic beverages by Lessee or Lessee’s guests on the clubhouse premises.
2. Lessee expressly and unequivocally agrees to indemnify and hold the Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney’s fees, arising out of or relating to any alleged negligent act of the Lessor, imposed upon Lessor, premised upon the consumption of alcoholic beverages of Lessee or Lessee’s guests within the clubhouse premises, as described herein.
3. Lessee, shall further, at his or her own cost and expense, indemnify and hold harmless, and defend any and all suits which may be brought against the Lessor, either alone or in conjunction with others, arising from injury to person or property resulting from or based upon the consumption of alcoholic beverages by Lessee or Lessee’s guests within Lessor’s premises as described herein and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against the Lessor in any such actions.
4. It is expressly agreed and understood that Lessor does not condone or promote the consumption of alcoholic beverages within the clubhouse premises nor shall the Lessor under any circumstances provide Lessee or Lessee’s guests with alcoholic beverages to be consumed within the premise described herein and that Lessee shall be solely responsible for the behavior and the conduct of his or her guests both during and after their presence within the Lessor’s clubhouse premises.

I, the Lessee, acknowledge that I have read and understand the **North Forke Plantation Clubhouse Usage Guidelines** which outline the events, procedures, general clubhouse rules, fee schedule, usage agreement, and release and indemnification and have retained a copy of same. I agree to abide by all clubhouse usage guidelines.

Date: _____ Lessee/Homeowner’s Signature: _____

Phone No.: _____ Address: _____

Rental Information for: _____
 Date and time of rental: _____
 Purpose of rental: _____
 Approx. number in attendance: _____ Utilizing: upper ____, lower ____, both floors _____

For Clubhouse Committee Use Only

Security Deposit: \$ _____ Check Number: _____ Date Received: _____
 Cleaning Fee: \$ _____ Check Number: _____ Date Received: _____
 Rental Fee: \$ _____ Check Number: _____ Date Received: _____

Post-rental Inspection Notes: _____

Date of Inspection: _____ Inspected by: _____ Amt. of Deposit Returned: _____

This form will be retained in the permanent records of the Clubhouse Committee and Board.

Clubhouse Pre-inspection – Main & Loft Areas

This form must be received by the Clubhouse Associate within 4 hours prior to the event.

Renter: You are encouraged to take digital photos of areas of concern or damage that you see prior to the event. You are responsible for damages incurred during the event.

Resident: _____ Level Rented: _____ Date of Event: _____

Check YES if there is any damage or issues, otherwise check NO.

includes dining room, great room, meeting room, kitchen, restrooms

Main & Loft Area / Item	Yes	No	If Yes, please explain (please be specific):
Hardwood Flooring			
Carpeting / Area Rugs			
Tile Flooring			
Leather Sofas			
Walls and Woodwork			
Coffee / End Tables			
Dining Room Table			
Dining Chairs			
Wood Card Tables			
Side / Club Chairs			
Accessories			
Draperies			
Plantation Shutters			
Appliances & Vacuum			
Sink			
Cabinets & Counters			
Fireplace			
Windows / Doors			
Plumbing			
Light Fixtures/Bulbs			
Paper Towels/Tissue			

Overall Cleanliness of Facility: _____ Acceptable _____ Unacceptable

If unacceptable, please explain: _____

PRE-INSPECTION –Date & time completed: _____

Homeowner 's signature: _____

FOR USE BY THE HOA: Post-inspection completed on: _____, by: _____

List any conditions or damage that has resulted from the event: _____

Clubhouse Pre-inspection – Basement Area

This form must be received by the Clubhouse Associate within 4 hours prior to the event.

Renter: You are encouraged to take digital photos of any areas of concern or damage that you see prior to the event. You are responsible for damages incurred during the event.

Resident: _____ Level Rented: _____ Date of Event: _____

Check YES if there is any damage or issues, otherwise check NO.

**includes kitchen, hallways, two large activity rooms, and restrooms **

Area / Item	Yes	No	If Yes, please explain (please be specific):
Carpeting / Area Rugs			
Vinyl Tile Flooring			
Walls			
Futon Sofas (2)			
White Folding Tables (4)			
Folding Chairs (30)			
Brown Folding Tables (2)			
Dry Erase Board			
Light Fixtures/Bulbs			
Plumbing			
Windows / Doors			
Paper Towels/Tissue			
Appliances			
Sink			
Cabinets & Counters			

Overall Cleanliness of Facility: _____ Acceptable _____ Unacceptable

If unacceptable, please explain: _____

PRE-INSPECTION –Date & time completed: _____

Homeowner 's signature: _____

FOR USE BY THE HOA: Post-inspection completed on: _____, by: _____

List any conditions or damage that has resulted from the event: _____
