

Rivermist

Homeowners Association
1658 Rivermist Drive
Lilburn, GA 30047

CLUBHOUSE RULES

ELIGIBILITY

Any Rivermist Permanent Civic or Full member in good standing is eligible to rent the Rivermist Clubhouse. Rental for all functions is subject to the approval of the Board of Directors. Should any Rivermist Permanent member in good standing with the Homeowners' Association wishes to act as host on behalf of someone outside Rivermist who expresses interest in renting the clubhouse, an allowance for such a transaction will be made. In this instance, the Rivermist Permanent member must sign the rental contract and assume liability for any damages that may be incurred during the time of rental, and **MUST** be present during the entire function.

RENTAL PERIODS

The rental period is usually twenty-four (24) hours; however, this may vary during peak times, i.e., Christmas, New Years, etc.

SCHEDULE COORDINATION

The Rental Manager, appointed by the President of the Board of Directors, is responsible for maintaining the reservation schedule; rental contract signing; key coordination; provisions for set-up and cleaning times; or any other tasks necessary for the efficient and smooth operation of the Clubhouse rental.

FIRE CODE CAPACITY

Gwinnett County fire code capacity is set at a maximum of 75 guests.

RENTAL RULES

Adolescent parties (13-21 years old) must be chaperoned by adults. the Board of Directors insists on one chaperone for every ten young people attending the function. The adult member renting the clubhouse must be present during the function! Guests must remain inside the building. No Loitering outside the front of the building will be permitted.

FUNCTION CONDUCT

During any children's or adolescent party or function, should the Rental Manager or any member of the Board of Directors observe alcoholic beverages or controlled substances; destruction or abuse of Clubhouse property; the lack of adequate chaperones; or any form of disorderly conduct, the party will be declared closed and all participants will be asked to disperse and leave the property. All fees and deposits will be forfeited by the renter should a party be declared closed.

All parties and functions will observe the Gwinnett County noise Ordinance, which restricts noise past 11:00pm, or else the renter will forfeit the damage deposit.

If any illegal activity is observed at any function by the Rental Manager or a member of the Board of Directors, the party will be declared closed, proper authorities will be called, and all in attendance will remain until such authorities arrive.

RENTER'S RESPONSIBILITIES

The renter is responsible for any damage to the clubhouse property or contents during the term of their rental. Alarm must be turned on when vacating the building at any time. Please observe the following:

CLEAN UP RULES

1. Wipe down all tables and serving counter.
2. Tidy kitchen; wipe counters and sink; empty refrigerator and freezer if used; damp mop floors.
3. Tidy bathrooms. (towel wipe counters, sinks and toilet seats.)
4. Check that the toilets are flushed and not running.
5. Return all furniture to original positions.
6. Vacuum carpet; check carpet and furniture for food and drink spills.
6. Sponge mop dance room floor and entryway floors.
7. Remove all trash (bathrooms included) and place all waste in the dumpster.
8. Check that all sliding doors are closed and locked.
9. Turn off all lights and reset heat to 60 degrees and air conditioning to 78 degrees.
10. Be sure to set alarm and lock front door when leaving the premises.

Renters should review the Clubhouse Inspection form prior to renting the clubhouse as this form will be completed by the Clubhouse Manager after each rental.

FEES

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| 1. Rivermist Member function: | \$35.00 |
| Defined as social gatherings where ALL attendees are RHOA members, i.e. tennis teams, swim team, Block parties, etc. | |
| 2. Children's parties (12 years and under): | \$110.00 |
| Scout Room parties (12 years and under): | \$35.00 |
| 3. Personal use function: | \$110.00 |
| Defined as office parties, business meetings, birthday parties, baby showers, wedding showers, rehearsal dinners, anniversary parties, holiday parties, etc. | |
| 4. Teen parties**: | \$110.00 |
| 5. Wedding Receptions: | \$185.00 |
| 6. School or community functions: | \$50.00 |
| 7. Recurring non-retail class: | \$10.00/month blocking fee |
| Class type activities where ALL attendees are RHOA members, i.e. yoga, exercise, etc. | |
| 8. Public service activity: | \$10.00 |

All parties require a \$100.00 Damage Deposit.

**Teen Parties require a \$200.00 Damage Deposit.

A \$75.00 Reservation Deposit is required to guarantee reservation for items 2, 3, 4 & 5.

Balance of rental is due on the day of the event.

A \$60.00 optional cleaning fee can be paid for any of the above events.

CANCELLATION POLICY: Barring any extenuating circumstances a two-week notice is required to cancel an event. Reservation Deposit will be forfeited on cancellations received less than 72 hours of scheduled event start.

PAYMENT OF FEES AND DEPOSITS

Fees and deposits must be handed to the Rental Manager at the time of signature of rental contracts and the handing over of the Clubhouse key. Checks should be made out to "Rivermist HOA". No cash will be accepted and no charges will be accepted.

Following inspection after a rental, if there were no problems noted, the Damage Deposit will be returned. The Rental Manager will return (or destroy) the Damage Deposit check to the renter within ten (10) business days following the rental. However, the Damage Deposit check will be forfeited, should the Rental manager find the Clubhouse rules for conduct or clean-up were not followed.

FEE EXEMPTION

The following civic organizations/groups are exempt from fees as approved by the Board of Directors. However, if clean-up rules are not adhered to, a fee will be assessed and or the use of the Clubhouse will be denied for that group.

1. HOA Board, Committee or planning meetings
2. Brownie, Daisy & Girl Scouts
3. Cub & Boy Scouts
4. Swim Team

LIABILITY

The Rivermist Homeowners Association, Members and Officers of the Board of Directors, will not be held liable for any damage or injury due to accidents incurred by renters or guests while renting or using the Rivermist Clubhouse.