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GARDEN HILLS RECREATION CENTER USE AGREEMENT

THIS USE AGREEMENT (the "Agreement") was made this **28th** day of **March, 2017**, by and between GARDEN HILLS POOL AND PARK ASSOCIATION, INC. ("GHPPA") and

("Renter").

WITNESSETH:

WHEREAS, GHPPA operates the building located at 339 Pinetree Drive, Atlanta, Georgia and commonly known as the Garden Hills Recreation Center (the "Recreation Center"); and

WHEREAS, Renter desires to use the Recreation Center for the time period specified herein below and on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the Usage Fee hereinafter described, in hand paid to GHPPA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GHPPA hereby grants Renter the right to use the Recreation Center on the following terms and conditions.

1. Renter shall have the right to use the Recreation Center between the hours of

_____ and _____ on _____, **2017** (the "Usage Term").

Renter acknowledges that, without the express written approval of GHPPA, no right exists or may be implied to extend the Usage Term beyond the time and date specified above, notwithstanding any other provision of this Agreement.

2. The usage fee (the "Usage Fee") for Renter's use of the Recreation Center for the Usage Term shall be for the sum of \$ _____ Dollars. (rate of \$ _____ per _____)

In addition to the Usage Fee, the sum of \$ _____ Dollars shall be furnished by the Renter to GHPPA as a security deposit (the "Deposit") to be used and applied by GHPPA and/or returned to Renter, in whole or in part, in accordance with Paragraph 7 below. Renter shall deliver the Usage Fee, the Deposit, and an executed counterpart of this Agreement to GHPPA by the earlier of: (a) ten (10) days after Renter's receipt of a copy of this Agreement, or (b) forty-eight (48) hours prior to the commencement of the Usage Term. Renter's failure to deliver any of the Deposit, Usage Fee, or an executed counterpart of this Agreement as aforesaid shall subject Renter to cancellation of its reservation request by GHPPA without the requirement of further notice.

All deliveries to GHPPA hereunder shall be made to the attention of:

KIM KIRSHTein, 2656 ACORN AVE, ATLANTA, GA 30305

Renter shall use the Recreation Center solely for the purpose of: (brief description of rental use)

3. Renter shall comply with all laws, statutes, ordinances, rules and regulations of any applicable federal, state, county or municipal governmental authorities and agencies ("Laws") and Renter shall obtain, at its own cost and expense, all federal, state, county or municipal approvals, licenses, permits and certificates

("Permits") necessary for Renter's proposed use of the Recreation Center. Renter acknowledges that it is Renter's sole responsibility to determine which, if any, Laws and/or Permits may apply to Renter's proposed use and GHPPA undertakes no responsibility or liability to Renter in connection with such determination. In the event that GHPPA notifies Renter of any particular additional rules or regulations of GHPPA that may apply to Renter's proposed use and that are not otherwise set forth in this Agreement, Renter will comply fully with any such additional rules and regulations. Renter shall not use the Recreation Center in any manner whatsoever that would violate GHPPA's insurance policies or would cause GHPPA's insurance premiums to be increased. Without limiting any of the foregoing, Renter expressly acknowledges and agrees that the possession, use or distribution of any of the following is expressly prohibited within the Recreation Center or any of the grounds or property adjacent thereto: (a) narcotics, marijuana or other illegal drugs or substances; (b) pornographic movies, magazines, newspapers or other pornographic media; (c) cigars or cigarettes or other smoking materials; or (d) alcoholic beverages (prohibited only to the extent of the possession or use by persons under 21 years of age).

4. Renter shall not cause or permit any action to be taken by Renter or any of its agents, contractors, employees, servants, concessionaires, invitees, licensees, guests or customers ("Renter's Employees and Guests") that may damage or deface the Recreation Center, or any of the fixtures, equipment, furnishings or decorations contained therein, or otherwise decrease the value of the same.

5. Following the completion of Renter's proposed use of the Recreation Center, Renter shall thoroughly clean the Recreation Center, including, without limitation, the main hall, bathrooms, utility closets, kitchen, deck, stage, driveways and landscape areas. **All trash and decorations shall be removed from the Recreation Center building and disposed of by Renter off GHPPA property. Trash shall not be left at the facility, on the street, or in or around neighborhood or park trash cans. Guests shall promptly and quietly leave the facility and the neighborhood.**

6. After delivery of the Usage Fee and Deposit and the executed counterpart of this Agreement to GHPPA pursuant to Paragraph 2 hereof, Renter may request the door access code to the Recreation Center no earlier than one week before the Usage Term. Such request may be made by email to reccenter@gardenhillspool.com or by phone call to 404-869-4103. Under no circumstances will the access code be provided before the required documentation and payments have been received by GHPPA.

7. In the event that (a) in GHPPA's sole and absolute discretion, the Recreation Center must be cleaned or repaired or trash removed from the premises following completion of the Usage Term by reason of the acts or omissions of Renter or Renter's Employees and Guests; (b) Renter has lost, misplaced or otherwise failed to return to GHPPA any keys that may be provided to the Recreation Center immediately after completion of the Usage Term; or (c) Renter does not vacate the Recreation Center by the end of the Usage Term, then GHPPA may retain all or any portion of the Deposit that may be necessary or appropriate in order to reimburse GHPPA for any cleaning, administrative, maintenance or repair of the Recreation Center (or any furniture, equipment or decorations therein) for any re-keying of any doors to the Recreation Center, or for reimbursing GHPPA for any extended unauthorized use of the Recreation Center, all as GHPPA may determine to be necessary or appropriate. In the event that GHPPA incurs no costs or expenses described in this Paragraph 7, and that the Renter has vacated the Recreation Center by the end of the Usage Term, then it shall return the Deposit to Renter within thirty (30) days after the end of the Usage Term, provided that Renter has previously given GHPPA a self-addressed stamped envelope for such purpose. In the event that GHPPA does incur costs or expenses described in this Paragraph 7 and if the aggregate of such costs and expenses is less than the Deposit, GHPPA will return the applicable balance of the Deposit to Renter within thirty (30) days after GHPPA has determined, in its sole and absolute discretion, the aggregate amount of all such costs and expenses, provided that Renter has previously given GHPPA a self-addressed stamped envelope for such purpose. In the event that the Deposit is insufficient to reimburse GHPPA fully for all such costs and expenses described in this Paragraph 7, GHPPA will retain the Deposit for its own account and will send an invoice to Renter for the excess. For the purposes hereof, any use of the Recreation Center before the commencement of the Usage Term or beyond the expiration of the Usage Term shall be charged to the account of the Renter at two hundred percent (200%) of the otherwise applicable rental rates described in Paragraph 2 above calculated on an hourly basis for each hour or portion thereof, subject to a minimum charge of One Hundred

Dollars (\$100.00). Renter hereby agrees to pay GHPPA for any such excess costs, expenses, and charges within ten (10) days after receipt of any such invoice.

8. By its execution of this Agreement, Renter acknowledges that the Recreation Center is fit for the use contemplated by Renter. It is further understood and acknowledged that, although Renter shall have access to such utilities as may be in place and be operational at the Recreation Center during the Usage Term, GHPPA is not required to supply any services whatsoever to Renter under this Agreement, including, without limitation, electricity, gas, water, sewer and/or HVAC. Accordingly, GHPPA shall not be liable to Renter for any loss, damage, inconvenience or expense that Renter may sustain in the event that any utilities serving the Recreation Center are interrupted or non-functional, or if Renter's use of any equipment or furnishings located in the Recreation Center is precluded or interrupted, by any reason or cause whatsoever.

9. It is understood and acknowledged that GHPPA is not required to supply any insurance coverage or any security or protection services whatsoever to Renter. Accordingly, GHPPA shall not be liable to Renter or any of Renter's Employees and Guests who may enter the Recreation Center in connection with Renter's use of the Recreation Center. To the extent that Renter considers any security services, protection services, or any casualty or liability insurance coverage to be appropriate, Renter shall supply the same at its sole cost and expense.

10. Renter shall indemnify, hold harmless and defend GHPPA, its officers, directors, agents, employees and members from and against any and all claims and demands (including, without limitation, court costs, expenses and attorneys' fees), whether for injury to person, loss of life or damage to property, that are the result of any act or omission by Renter, or any of Renter's Employees or Guests or that otherwise are in any way related to or arising out of the entry onto the Recreation Center premises and/or the use of the Recreation Center (or any of the equipment or furnishings therein) by Renter or any of Renter's Employees or Guests. This indemnification shall survive any termination of this Agreement and/or the completion of the Usage Term.

11. Nothing herein contained shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or partnership or joint venture between the parties hereto.

12. This Agreement shall constitute a mere license to use the Recreation Center solely for the duration of the Usage Term and in no event shall this Agreement or the usage of the Recreation Center by Renter be construed to create the relationship of landlord and tenant between GHPPA and Renter.

13. In the event that Renter desires to terminate this Agreement prior to the commencement of the Usage Term, Renter shall send written notice of such desired termination to the GHPPA.

For Friday, Saturday, or Sunday events: In the event that GHPPA receives such notice of termination **more than twenty-one (21) days** prior to the commencement of the Usage Term, GHPPA will refund to Renter all of the Usage Fee and shall return the Deposit to Renter. In the event that GHPPA receives such notice of termination twenty-one (21) days or less, but more than fourteen (14) days prior to the commencement of the Usage Term, GHPPA will refund to Renter fifty percent (50%) of the Usage Fee, and shall return the Deposit to Renter. In the event that Renter desires to terminate the Agreement but has not notified GHPPA in writing of any termination more than fourteen (14) days prior to the commencement of the Usage Term, the entire Usage Fee shall be subject to retention by GHPPA as liquidated damages arising therefrom, and GHPPA shall return the Deposit to Renter.

For all rentals other than Friday, Saturday, or Sunday events: In the event that GHPPA receives such notice of termination more than seven (7) days prior to the commencement of the Usage Term, GHPPA will refund to Renter all of the Usage Fee and shall return the Deposit to Renter. In the event that GHPPA receives such notice of termination seven (7) days or less, but not less than three (3) days prior to the commencement of the Usage Term, GHPPA will refund to Renter fifty percent (50%) of the Usage Fee, and shall return the Deposit to Renter. In the event that Renter desires to terminate the Agreement but has not notified GHPPA in writing of any termination more than three (3) days prior to the commencement of the Usage Term, the entire Usage

Fee shall be subject to retention by GHPPA as liquidated damages arising therefrom, and GHPPA shall return the Deposit to Renter.

Notwithstanding the foregoing, GHPPA will be under no obligation to expend any particular level of effort in order to obtain or attempt to obtain any substitute usage in the event of any such termination.

14. GHPPA reserves the right to terminate this Agreement at any time, including, without limitation, after the commencement of the Usage Term, if GHPPA determines that Renter has violated any of the terms or provisions hereof. In any such event, Renter and all of Renter's Employees and Guests shall leave the Recreation Center immediately and Renter shall not be entitled to the return of any portion of the Usage Fee by reason of any such termination prior to the end of the Usage Term. In such event, Renter's entitlement to the return of all or any part of the Deposit shall be governed in accordance with the terms of Paragraph 7 above.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

16. This Agreement constitutes the entire agreement between the parties with respect to the use of the Recreation Center and may be changed or modified only by a writing executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GHPPA:

GARDEN HILLS POOL AND PARK
ASSOCIATION, INC.

By: *Kim Kirshtein*

Name: Kim Kirshtein

Title: Manager, Garden Hills Recreation Center

Date: _____

RENTER:

Signed: _____

Name: _____

Date: _____

Phone Number: _____

SAMPLE