

RULES AND AGREEMENT FOR USE OF THE OLDE IVY CLUBHOUSE

The Olde Ivy Clubhouse is a neighborhood treasure and shared resource. Residents are invited to host events in the Clubhouse, so long as they follow the rules contained in this Agreement and are in good standing with their Olde Ivy Association (meaning current on all fees, assessments and water payments). "Residents" means resident owners and renters registered with the association's management company. Non-resident owners or renters not registered with the management company may not host Clubhouse events.

Olde Ivy at Vinings Clubhouse Address
4735 Ivy Ridge Drive
Atlanta, Ga 30339

Event Rules

You must follow the Rules and Host Responsibilities contained in this Agreement. The Host is responsible for ensuring that all guests and invitees adhere to the Rules, Covenants, and Restrictions of the Community. All Rules and Host Responsibilities are subject to change. The Board of Directors of the Olde Ivy at Vinings Neighborhood Association may amend the Rules and Host Responsibilities pursuant to their powers under the governing documents of the Olde Ivy Community.

Major renovations and improvements to the Clubhouse were completed in the summer of 2016. Please treat the clubhouse as you would your own home.

Host Responsibilities

As resident host ("Host"), you must be in attendance throughout the event.

The event must be for your personal, non-profit use. For profit events (such as Tupperware parties, sample sales, jewelry shows, Mary Kay events, company retreats, seminars, conferences, training sessions, etc.) are not allowed. The Clubhouse is not available for corporate meetings or events.

Furniture is to remain inside the Clubhouse building except for folding chairs and tables, which are permitted on the deck or patio balcony until the event is over.

Total attendance must not exceed 75 persons (Cobb County Fire Department regulation)

Cobb County noise ordinances must be followed.

No smoking is permitted or allowed in or around Clubhouse property, including the deck and porch.

- All events (including your clean-up time) must conclude by 1:00AM Friday and Saturday events and 11pm Sunday thru Thursday events.
- You are responsible for where your guests park, so please include parking instructions as described under “Parking” in your event invitation. Please ensure that all guests park outside of the Gates.
- You must provide your non-resident guests with a temporary gate access code as described under “Guest Access”. Guest access codes can be requested by emailing for your event at info@accessmgt.com
- You are responsible for locking the Clubhouse doors (front, side and patio) at the end of the event and securing the key in the e-key box outside of the clubhouse as you leave.
- Hosts are responsible for the actions of all guests. Hosts will be liable for any fines, fees, or other ramifications for all violations and or damages caused by the guests and/or invitees of their events. Any fines or fees in excess of the \$250.00 deposit will be specifically assessed to the Host’s property.
- You are responsible for locking the Clubhouse doors at the end of the event and securing the keys in the e-box.

Effective beginning June 14, 2021, the “Host” is required to provide an Event or Party Policy covering all events at the Clubhouse. This type of policy provides additional insurance coverage for liability and damages which may occur in setting up for, during and following the actual event. This type of policy may often be obtained from your Homeowner’s Policy carrier for a reasonable fee. Additionally, an Event / Part policy may also be acquired through “The Event Helper.” (www.theeventhelper.com) or (877)-738-1505.

Please note that the Olde Ivy at Vinings Neighborhood Association Board of Directors must be listed as additional / co-insured on the policy. **A copy of the Certificate of Insurance must be included with the Rental Application.**

We require a deposit in the form of two checks payable to the Olde Ivy Neighborhood Association:

- \$185 non-refundable usage fee
- \$250 Deposit against the following:
The costs for repair or replacement of Clubhouse contents or neighborhood property, extra cleaning, replacement of Clubhouse keys, re-keying of locks or fines assessed by the Neighborhood Board of Directors for failure to adhere to all Community and Clubhouse Rules, Host Responsibilities, and Covenants.

Please read the rules for reserving and using the Olde Ivy Clubhouse prior to submitting a reservation request.

Minimum Policy Coverage Limits Requirements:

General Liability Limits

- Each Occurrence (Includes Bodily Injury and Property Damage) • \$1,000,000
- Damage to Rented Premises • \$100,000
- Personal & Advertising Injury • \$1,000,000
- Products / Completed Operations Aggregate • \$1,000,000
- General Aggregate • \$2,000,000
- Medical Payments • \$5,000
- Liquor Liability • Host Included
- Waiver of Subrogation • Not Included
- Primary & Non-Contributory • Not Included
- Additional Insured(s) • Included
- Hired & Non-Owned Auto • Not Included
- Deductible • \$1,000

Dos and Don'ts

- Food preparation and entertainment are sensitive issues. We do not want sound or cooking aromas from your event to affect other residents. Additionally, we are concerned with breakables around the pool area.
- All food must be prepared inside the Clubhouse. Cooking devices (grills, food warmers, etc.) are not allowed on the Clubhouse deck. Catered prepared food is allowed.
- If you serve food or drinks on the deck area, the use of glass, china or anything that might break is prohibited on the deck area. Broken glass or dishes anywhere near the pool can lead to a major and expensive cleaning effort. For that reason, wine, beer, or other beverage bottles are not allowed on the deck.
 - No open flames are allowed in the Clubhouse or on the deck or porch (Fire Regulations).
 - Only electronic candles are permitted.
 - No smoking is allowed in the Clubhouse, outside deck or front porch area. This restriction applies to both tobacco and electronic (“vaping”) devices.
 - All entertainment must be provided inside the Clubhouse.
 - Event attendees may not use the swimming pool.
 - No paint, tape or tacks are allowed on walls, trim, columns, or ceilings.
 - Residents are not permitted to bring in dance floors.
 - You must remove any stains on the carpets before your security deposit is refunded.
 - Emergency cleaning supplies are located under the kitchen sink and include a bucket, Resolve carpet cleaner, Mr. Clean magic erasers, sponges, and other supplies.
 - The refrigerator is not capable of cooling large quantities of un-cooled beverages. To ensure that your beverages are chilled, either bring cold beverages or put them in coolers with ice before your event.
 - Failure to adhere to the above referenced rules may result in a fine imposed at the sole discretion of the Neighborhood Board of Directors.

Clean-Up

You must clean up after your event, placing all decorations and trash in receptacles, including any exterior decorations.

After your event:

- Property management inspects the Clubhouse for any damage.
- Our housekeeping crew will dust and vacuum the clubhouse. In addition, they will clean the kitchen and bathrooms.
- If any cleanup beyond these basic services is required, or if there is any damage to the Clubhouse or its furnishings, etc. you will be specifically assessed for such damages.
- The refrigerator must be cleaned out of any food products stored by the “renter.”

Parking

There is extremely limited guest parking on the Olde Ivy grounds. Non-resident guests attending events in the Clubhouse ***MUST PARK OUTSIDE THE GATES.***

- Tell your guests to park outside the Olde Ivy gates, in the commercial parking lots along Log Cabin Drive after normal business hours.
- If handicap access is needed, there are limited spaces provided near the Clubhouse for cars displaying proper handicap permits.
- When loading and unloading supplies for your event, do not use the fire lane (red painted curve) or permit guests to park in front of the Clubhouse at any time. Please use the parking spaces alongside the Clubhouse for loading and unloading.

Guest Access

Arrange for a special one-day access code for the entry gate and provide it to your guests. For privacy reasons, do not give out your personal access code.

Clubhouse Key

The property manager will provide an access code to an e-key box outside of the Clubhouse. You will be able to access the key there on the day of the rental and return it to that same lockbox after you have locked the Clubhouse doors at the end of the event.

Liability

- The Olde Ivy Neighborhood Association (including the various Olde Ivy homeowner associations) does not assume liability for any illness, injury, death, or damage to personal or Olde Ivy property that occurs during or as a result of your event.
- You agree to fully indemnify, hold harmless, and defend The Olde Ivy Neighborhood Association (including the various Olde Ivy homeowner associations) from any and all claims, legal actions, losses, damages, and/or injuries resulting from or arising from in part or in whole from your use of the Clubhouse.

Event Reservation and Payment

To reserve the Clubhouse for an event, first log on to www.oldeivy.org and check the calendar for availability for the date you want. Then e-mail Jhaynes@accessmgt.com and request a tentative reservation. Once your date has been confirmed as available and your eligibility confirmed through the management company, you may download the Clubhouse Reservation Agreement, print and sign it. You must submit two checks in the amounts of \$185 (non-refundable usage fee) and \$250 (refundable deposit provided there are no extra cleaning costs, damages or fines/fees assessed to your property in connection with your event) along with the signed Clubhouse Reservation Agreement.

Payments can be made by:

- Logging into the Access Management Group portal to make a onetime e-check payment for both the rental fee and deposit. The property manager, John Haynes, jhaynes@accessmgt.com will contact you to schedule a walkthrough. The deposit can be credited back to you after the event and subsequent clubhouse inspection.
- Mailing paper checks to: Access Management Group, 1100 Northmeadow Parkway Suite 114, Roswell, GA 30076. (Attn: John Haynes) Include payment and the signed application in order to secure the date. The property manager John Haynes, Jhaynes@accessmgt.com will contact you to schedule a walkthrough.

Clubhouse Reservation Agreement

1. I agree to reserve the Clubhouse of the Olde Ivy Neighborhood Association on _____ date under the terms and conditions set forth in this document.
2. I understand that there will be a \$185 non-refundable usage fee payable to the Olde Ivy Neighborhood Association, which will include the standard cleaning fee. In addition, I agree to remove all personal items from the Clubhouse and all interior and exterior decorations and trash.
3. I understand that there will be a deposit of \$250 refundable after the event and inspection, provided there are no damages, extra cleaning or fines imposed as a result of the event or actions of you and/or your guests/invitees. The deposit may be held pending review by the Board of Directors in the event of a failure to follow the Covenants, Rules and Host Responsibilities as well as to ascertain the cost of repairs to Association property or replacement of damaged furnishings. I understand that an itemized bill will be sent to me in the event any combination of damages, cleaning fees or fines exceed the deposit, and such bill must be paid within 10 days of the mailing date.
4. I understand the property manager will confirm my eligibility to reserve the clubhouse in accordance with this agreement.
5. I am reserving the Clubhouse for the purpose of _____, which will be attended by not more than _____ people.
6. The event will be held between the hours of _____ and _____ on the date noted above.
7. I understand that continued use of the Clubhouse beyond the hours for which it has been reserved will constitute a breach of this agreement and will result in forfeiture of my deposit.
8. I understand I must return the Clubhouse key to the e-key lockbox outside of the clubhouse after locking the clubhouse door after the event.
9. I understand and agree that any damage and/or fines/fees in excess of the \$250 deposit may be specifically assessed against me and my lot.
10. I have read this document and I agree to follow the rules, conditions and Host responsibilities contained in this document for the event I have described.
11. I understand that I must remove all items brought into the Clubhouse for the event and that any items left in the Clubhouse will be disposed of or will become the property of the Olde Ivy Neighborhood Association.
12. I have included a copy of the Event / Party Insurance Certificate with the Clubhouse Reservation Agreement. I understand that this policy is required in order to rent the Clubhouse.

I request the following temporary four-digit gate code (if available) that will be active on the date of my event: #_____NOTE: We recommend that you use the date of your event, if this code is available. For example, for an event on December 25, your code might be #1225. Since the requested code may not be available, please wait for confirmation before sending the code to your guests.

Name: _____

Address: _____

Home phone: _____ Cell Phone: _____

Email: _____

Text message ok: ___yes___no

Signature: _____ Date: _____

For Olde Ivy Neighborhood Association use only: Agreed to and accepted by the Association:

By: _____ Date: _____

Title: _____