

APPLICATION FOR RESERVATION AND RENTAL AGREEMENT FOR THE
WILSHIRE ESTATES COMMUNITY ASSOCIATION, INC. CABANA

In consideration for the Wilshire Estates Community Association, Inc. (“Association”), allowing me the use of the Wilshire Estates Cabana and equipment and furnishings therein (hereinafter “Cabana”), I agree to rent the Cabana under the terms and conditions set out below.

- (1) I will submit a deposit in the amount of one hundred fifty and no/100 (\$150.00) dollars to the Wilshire Estates Community Association, Inc., as a deposit fee for the cabana, due and payable on or before 4:00 p.m. of the Friday immediately preceding the date of the planned function. It is enclosed with this application and agreement. I understand and agree that this deposit will be used to pay for cleaning costs and any and all damages resulting to the Cabana, its contents, or any other portion of the Association’s property from my actions or any actions of persons present at, attending, or in any other way related to my function. I understand that any charges made against my deposit will be explained. If costs of repairs exceed the amount of my deposit, I agree to pay the Association the full cost of all repairs within ten (10) days of receipt of a written explanation of the damages and a bill from the Associations for such repairs. If I am a member of the Association, I agree that all deposits, fees, and expenses incurred by the Association as a result of the use of the cabana under this Agreement shall be considered a specific assessment against my Lot and constitute a lien against my Lot and shall be fully collectible as such as provided for in the Association’s Declaration and Bylaws.

- (2) I am using the Cabana for a function which will be attended by not more than _____(____) people.

- (3) The party or other function will be held between the hours of _____and_____on _____, I understand that continued use of the Cabana after the hours for which it has been reserved will constitute a breach of this agreement and will result in forfeiture of my deposit.

- (4) If I am not a member of the Association, I agree to be personally responsible all deposits, fees, and expenses incurred by the Association as a result of the use of the Cabana under this Agreement. I further agree that all such amounts shall be fully collectible from me and agree to pay all costs of collection, including attorney’s fees as allowed by O.C.G.A. Section 13-1-11 should it be necessary for the Association to use legal counsel to collect such amounts.

- (6) I assume all responsibility, risks, liabilities, and hazards incidental to the activities applied for (including, but not limited to, the serving of alcoholic beverages), and hereby release and forever discharge the Association, its officers, directors, employees, agents, and members, present, past and future from any and all claims, costs, causes of action, and liability for personal

injury or death and damage to or destruction of property arising out of my use of the Cabana and its appurtenances.

(7) I agree to indemnify and hold harmless the Association from any and all charges, claims, costs, causes of action, damages and liability (including but not limited to attorneys fees) for any injury, to either person or property. Suffered by me, my family members, employees, agents, servants, guests, invitees or any member of the Association or any other person whether or not based on the acts of omissions of the Association which arise from or are in any way related to my use of the Cabana and its appurtenances.

As used herein the word “Association” means the Association, its successors, assigns, employees, officers, directors, shareholders, and all persons, corporations, partnerships and other entities with which it is or may in the future become affiliated, including without limitation, the developer of the Community and its affiliated entities.

(8) I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to my function and agree to be personally responsible for causing all such persons to comply with the Association’s Declaration, Bylaws, and Rules and Regulations. I acknowledge that violation thereof by any person present at, attending, or in any other way related to my function my in the sole discretion of the Associations’s Board of Directors, result in forfeiture of my deposit.

(9) I understand that I am being granted the use of the Cabana for the time period described above subject to the right herein reserved by the Association to enter the Cabana and terminate my use thereof should the conduct of any person using the facility endanger the health, safety, or well-being of any person or constitute a threat to any property.

(10) I am at least twenty-one (21) years of age and will be in attendance at my function at all times. I hereby agree and represent that the Cabana will be used for lawful purposes only and that if any conduct at the function I am sponsoring violates federal, state or local laws or ordinances, my rights to use the Cabana under this Agreement shall terminate and the Association shall have the right to take possession of the Cabana and instruct my guests to immediately leave the property.

(11) In the event of cancellation of my reservation forty-eight (48) hours or more before the rental date, the deposit will be refunded in full.

(12) Subject to those deductions provided for in this agreement, the remaining deposit will be refunded in whole or part by mail.

(13) The following contents of the Cabana are to be at the disposal of the persons attending my function for their reasonable use:

- A. _____
- B. _____
- C. _____
- D. _____

E. _____

F. _____

(14) I agree to clean the facilities after use.

(15) I understand that my reservation of the Cabana on the aforementioned date will not be confirmed nor will this Agreement be binding until such time at this Agreement has been executed by the Association.

(16) I have carefully read and understand this rental form and agree to be bound by its terms.

Signature

(Name, Please Print)

Date Signed)

Please complete the following additional information:

Home Address

Home Phone

Employer

Cell Phone

Business Phone

Driver's License Number

Please mail completed form with deposit check and rental check to:

Wilshire Estates Community Association

Attn. Ian Stone

1465 Northside Drive, Ste. 128

Atlanta, GA 30318