



## Savannah Pointe Clubhouse Rules and Regulations

### Rental Information

1. To reserve the clubhouse, you must be a member in good standing of the Savannah Pointe Residential Association ("Association") or a Tenant of member in good standing of the Savannah Pointe Residential Association and the Tenant must reside full time in the home that is located in Savannah Pointe. The Member and/or Tenant of the Member must be present for the entire length of the function.
2. To make your reservation you need to visit [www.savannahpointehoa.com/clubhouse-rental/](http://www.savannahpointehoa.com/clubhouse-rental/). Then click on the "Make Reservations" button. Then you will select the date and time for your event and follow the instructions to finalize your reservation.
3. The current cost to rent the clubhouse is \$60 for four hours and \$20 for each additional hour. There is no cleaning deposit when the clubhouse is rented by a property owner / HOA member. There is a refundable \$75 cleaning deposit that will be collected at the time of reservation from any tenant of a property owner / HOA member. Rent and any deposits must be prepaid. **You will receive communication from Mega Agent Rental Management LLC confirming your reservation, usually within 24 hours.** All payments from property owners / HOA members need to be paid via your account on Savannah Pointe's online owners' portal or in the case of Tenants, they shall make payments directly to Mega Agent Rental Management LLC.
4. For access to the clubhouse on the day of your event, you will be given a door code for access to the clubhouse approximately 24 hours prior to your scheduled event.
5. After your event is over, you will be responsible for cleaning the clubhouse thoroughly and all furniture returned to same place in which you found the furniture. (*Please do NOT remove wall hangings, or place tape on surfaces that is stronger than scotch or masking tape*). You may request a refund of your cleaning deposit after your event by visiting [www.savannahpointehoa.com/clubhouse-deposit-refund-request/](http://www.savannahpointehoa.com/clubhouse-deposit-refund-request/) and follow the instructions. Your deposit refund will be provided via HOA online owner account credit or you may pick up a check.
6. Should anyone renting the clubhouse cause damage to the clubhouse, including but not limited to damage to furniture, appliances, window coverings, equipment and the area surrounding the clubhouse, then they will be responsible for paying for all damage to the property. Renters of clubhouse should also ensure that they have cleaned the clubhouse prior to leaving post-event or they will be charged the cost of having the clubhouse cleaned by a

professional cleaning company (*see page 3 below for more about cleaning*). The minimum fee that will be charged to any Renter for any damage or unclean condition to the clubhouse shall be \$75. In the case of a renter who is a property owner / HOA member, any charges for damages or cleaning of the clubhouse will be added to their account on Savannah Pointe's online owners' portal. Tenants of any property owner / HOA member who rent the clubhouse will, at minimum, forfeit their deposit for any damage or unclean conditions. Tenants of any property owner / HOA member who rent the clubhouse shall be personally responsible for any damage / cleaning amounts that exceed the amount of their deposit. To secure payment for any damage and unclean conditions, in addition to any forfeited deposits, the Savannah Pointe Residential Association, Inc., shall have a lien against the home owned by any owner (who rented the clubhouse), for payment of same, which lien may be collected in the same manner as yearly assessments. Owners / Members of the Association are jointly and severally liable for any damages cause by their Tenant's damages to the clubhouse and/or cleaning fees incurred by the Tenant related to their rental of the clubhouse.

7. Clubhouse furniture and fixtures may not be removed from inside of the clubhouse.

8. The television remote control must be returned to the remote control holder that is located on the back of the television prior to vacating the clubhouse.

9. The pool cannot be reserved, but it may be used (*except for Saturday and Sunday from noon to 6:00 p.m.*). Maximum party size of 25 people when using the pool.

10. Memorial Day, the 4th of July, and Labor Day holidays are set aside for the neighborhood and residents and therefore cannot be reserved on those weekends or the weekday that the holiday takes place.

11. Renter agrees to be responsible for obtaining any licenses to works of authorship as defined by the Copyright Act of 1976, including, but not limited to, musical works, dramatic works, pictorials, graphics, sculptural works, motion pictures and other audiovisual works and sound recordings. By renting the clubhouse, the renter agrees to hold the Association and/or Mega Agent Rental Management LLC harmless from any and all claims, including but not limited to, cease and desist letters, demands for payments and alleged violations of applicable law.

11. Renters understand that active security cameras are installed on the premises and that there is no expectation of privacy in or around the clubhouse or on HOA owned property.

**Usage:**

- No smoking or vaping in the clubhouse, or on any of the common areas owned by the HOA. If you or anyone attending your event are caught smoking or vaping in the clubhouse during your rental of the clubhouse, your entire deposit will be forfeited, and you will be responsible for the cost of treating the inside of the clubhouse to remove any smoke smell from the clubhouse.

- Clubhouse usage is limited to 4 hours (*unless otherwise approved by Mega Agent Rental Management LLC*).
- Clubhouse shall be vacated by 10 PM. (*Unless otherwise previously approved by Mega Agent Rental Management LLC*)
- You will be allowed 15 minutes before your rental time for setup and 15 minutes after for cleanup.
- No decorations may be attached to the walls or ceiling of the clubhouse.
- No music is allowed outside the clubhouse.
- No alcohol or glass containers are allowed outside the clubhouse or on the pool deck.
- No animals are allowed in the clubhouse or in the gated pool area.
- Turn off ALL lights and lock all doors before leaving the clubhouse. To lock the main door, use the same code used to enter the clubhouse
- **No Grills are allowed on the Clubhouse property.** If you or any of your guests are caught using a grill during your rental, your entire deposit will be forfeited.
- Upon leaving, please leave thermostat at the same temperature as it was set when you arrived.
- Alcohol may be served INSIDE the Clubhouse, but only if the renter purchases a special event insurance policy that includes host liquor or liquor liability from a licensed insurance agent that specifically names the Savannah Pointe Residential Association Inc. and Mega Agent Rental Management LLC as “*additional insureds*”. A copy of the Certificate of Insurance should be provided to management prior to the day of your event and prior to receiving access instructions. Renter may need a **banquet, special event, or mixed beverage special event** ABC license. Please visit or contact the Alabama Alcoholic Beverage Control Board for guidance on whether any special licensing is required. <https://alabcboard.gov/>
- Inflatables (AKA bouncy houses) may be setup outside of the clubhouse on a grassy area (**NOT THE PARKING LOT**). Prior to the clubhouse rental / event, the Renter **MUST** purchase a special event insurance policy that includes liability coverage for inflatables. The insurance policy must name the Savannah Pointe Residential Association Inc. and Mega Agent Rental Management LLC as “*additional insureds*”. A copy of the Certificate of Insurance, indicating the liability coverage for inflatables, should be provided to Mega Agent Rental Management LLC prior to the day of your event and prior to receiving access instructions.

### **Cleaning:**

- Renter of clubhouse is responsible for bringing and using their own cleaning supplies.
- Clean the kitchen and common area, sweep all floors, wipe down counters / tables, etc.
- Renter shall spot mop all floors, if necessary, and make sure that there are no sticky spots or sticky residue remaining on any floor of the clubhouse. Spills on floors need to be completely cleaned up by the Renter prior to vacating the clubhouse.
- Inspect for cleanliness and straighten up as necessary. Make sure that all furniture is in same spot as you found it and that all furniture is undamaged.
- Remove all trash from the premises; provide your own trash bags. Do not put trash in trash cans around the pool, or in the large trash can(s) next to the fence.

- Don't forget to remove all items that you brought into the clubhouse.
- Cleaning must be done before you vacate the clubhouse!

## **INDEMNIFICATION**

Renter of clubhouse agrees to indemnify, defend, and hold harmless the Savannah Pointe Residential Association Inc. and Mega Agent Rental Management LLC from and against any and all liabilities, losses, damages, costs, expenses (*including all reasonable attorney's fees and expenses of the Savannah Pointe Residential Association Inc. / Mega Agent Rental Management LLC*), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from (i) any injury to, or the death of, any person, or any damage to property on the Association or upon adjoining sidewalks, streets, or ways, or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the Association or related facilities or any parts thereof, or resulting from the condition thereof or of adjoining sidewalks, streets, or ways, (ii) violation of any agreement or condition hereof, (iii) violation by renter of any contract or agreement to which renter is a party, or any restriction, statute, law, ordinance, or regulation, in each case affecting the Association or related facilities or any part thereof, or the ownership, occupancy, or use thereof, (iv) any negligence or tortious act on the part of renter or any of its agents, contractors, licensees or invitees, (v) the service or consumption of alcoholic beverages at Facilities; and (vi) any injury or claim associated with the performance of any work protected by intellectual property law or any other related cause of action. In case any action, suit, or proceeding is brought against the Association by reason of any occurrence herein described, renter will, at its own expense, defend such action, suit, or proceeding with counsel, that is acceptable to Association. Nothing in this provision shall be interpreted as limiting renter's obligations under other provisions of this agreement, including the obligations set forth in Paragraph 9.

**Alcohol/Alabama host/liquor laws:** Any renter of the clubhouse understands that under Alabama law, a host of any social event or business function where alcoholic beverages are served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from the host's negligence in allowing any intoxicated guest or attendee to be served alcohol. Such liability may include harm to the intoxicated individual himself and harm to total strangers involved in automobile accidents, etc. caused by that intoxicated individual. All renters further agree that no alcoholic beverage of any sort will be served to any minor or intoxicated person. Any renter of the clubhouse agrees to be fully responsible for all accidents or claims that may arise as a result of any accident, injury, or damage to person or property during the time that the renter has the Clubhouse rented.

**If you have any questions about these rules or how to rent the clubhouse, please contact Association Manager, Trista Ehlers at (205) 475-1655.**

**REVISED APRIL 2023**