



The Legacy Clubhouse Rules & Reservation Agreement

In order for all homeowners to enjoy the benefits of reserving the clubhouse, I agree as follows:

1. I agree to reserve the Clubhouse of The Legacy at Cary Creek Condominium Association on the specific date as inputted on the Legacy Website (theLegacyCOA.com) under the terms and conditions set forth below, which are subject to change at any time.
2. I am reserving the Clubhouse facilities for the purpose of hosting a private, non-commercial event (clubhouse may not be rented) which I/we, as an owner at The Legacy at Cary Creek, will be attending.
3. The function will be held between the hours 8:00 am and 12:00 am, **for a maximum of 5 hours**, unless otherwise approved in writing by the Legacy COA. I understand that continued use of the clubhouse after the hours for which it has been reserved will constitute a breach of the agreement and may result in forfeiture of my right to reserve the facility in the future.
4. I understand that Owners are expected to bring their own food, drinks and paper products for their event. If necessary, replace all Association food and drinks, including bottled water, sodas and other foods and beverages and paper products, following the event.
5. I understand that the Association does not require an up front deposit or cleaning fee, but that the Association will charge for cleaning or repair of damaged property, should the Association deem necessary to return the facility to it's original condition.
6. There shall be no tacks, nails or tape used on the walls, floors, window and door facings. Should damages occur, 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 Association for such repairs. Any repair obligations from the use of the clubhouse under this agreement shall be considered an assessment and any lack of payment shall constitute a lien against my property and shall be fully collectible as such as provided under the Association's Declaration and by-laws.
7. I assume all responsibility, risk, liabilities and hazards associated with 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 past, present and future, from any and all claims, costs, causes of actions and liability for personal injury or death and damage to or destruction of property arising from my use of the Clubhouse and its appurtenances.
8. I agree to indemnify and hold harmless the Association and its officers, directors, employees, agents, and members past, present and future, from any and all claims, costs, causes of action and liability (including, but not limited to attorney fees) for injury, to either persons or servants, guest invitees, or any member of the Association or any other person which may arise from or in any way related to the activity, whether or not caused by the Association's negligence.
9. I assume all responsibility for the actions and behavior of all persons present at, attending, or in any way related to my function and agree to be personally responsible for causing all such persons to comply with

Homeowner's Initials _____



The Legacy Clubhouse

the Association's Declaration, By-laws and Rules and Regulations. I acknowledge that violation thereof by any person present, or in any way related to my function may, at the sole discretion of the COA Board, result in my not being able to reserve the Clubhouse in the future.

10. I understand that I am being granted the exclusive use of the Clubhouse, clubhouse area including parking, for the time period described above. I am subject to the right herein reserved by the Association to enter the Clubhouse 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.
11. I understand that smoking is prohibited in and around the Legacy Clubhouse. Smoking is only permitted on the homeowners personal property.
12. I agree to clean the facilities or have it professionally cleaned within 24 hours of using the property. If another event is scheduled the following day, the property must be cleaned at least 2 hours in advance of the next event. All waste products such as paper products, decorations, food, etc., should be taken home or bagged and placed in the GREEN CITY OF AUBURN trash can provided. Please empty all trash cans through the clubhouse, inside and out, into the GREEN CITY OF AUBURN trash can. Replace all bags in each trash can. Outside black trash cans should have a bag in them before disposing any trash into them! Recycling is encouraged, but no other materials may be placed in the recycle bin. The COA will inspect the premises after the function, using a reasonable determination of cleanliness.
13. Unless otherwise approved by the COA, the fitness area, pool and grilling area are NOT included in the reservation of the clubhouse.
14. There are to be NO animals allowed in the Clubhouse unless they are service animals with appropriate paperwork.
15. I agree to notify the COA via an email to theLegacyCOA@gmail.com, not less than 48 hours in advance, if I require the gate and front door to the Clubhouse to be open/unlocked during my event.
16. Under no circumstances, other than an emergency, will I manually operate the vehicle gates to the clubhouse. If, during an emergency, the gate was opened manually, I will immediately notify **theLegacyCOA@gmail.com** so that the gate can be inspected.
17. I have carefully read and understand this form and the attached rules and agree to be bound by its terms.

Date: _____

Name: (please print) _____

Address: _____

Phone #: _____

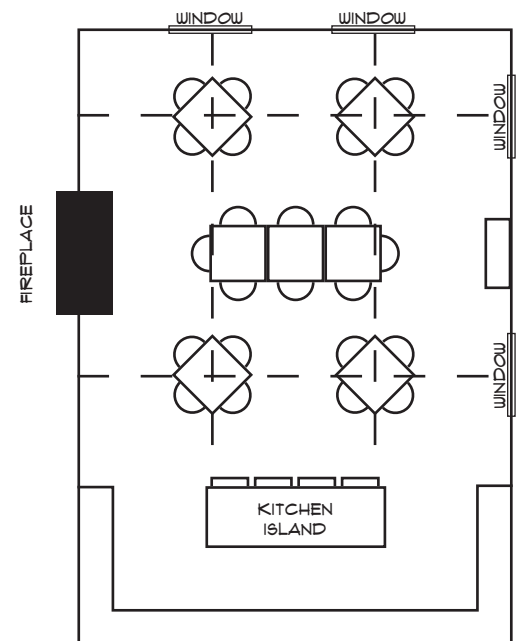
Signature: _____



The Legacy Clubhouse Cleaning Checklist

For use of the Clubhouse for private events, I agree to do the following:

- Pickup all trash and debris from the Clubhouse and surrounding area and place in the appropriate outside Trash or Recycling Bin. All waste products such as paper products, decorations, food, etc., should be taken home or bagged and placed in the GREEN CITY OF AUBURN trash can provided. Please empty all trash cans through the clubhouse, inside and out, into the GREEN CITY OF AUBURN trash can. Replace all bags in each trash can. Outside black trash cans should have a bag in them before disposing any trash into them! Recycling is encouraged, but ONLY RECYCLING items may be placed in the BLUE RECYCLE BIN. The COA will inspect the premises after the function, using a reasonable determination of cleanliness.
- Sweep and mop kitchen, dining, great room, bathroom, hall and entry floors with appropriate cleaner (provided in the storage room).
- Clean the restrooms (sink, toilet, mirror and floor, empty trash).
- Replace toilet paper and other paper products as needed.
- All decorations should be removed and walls should be left clean with no marks (Please **do not tape decorations to the walls or trim**).
- All tables and chairs must be placed in their standard setup (see diagram below).
- Owners are expected to bring their own food, drinks and paper products for their event. If necessary, replace all Association food and drinks, including bottled water, sodas and other foods and beverages and paper products, following the event.
- Door Locks and Gate Opening: Requests for the doors and gate to be open/unlocked during your event must be made via email 48 hours prior to your event. Door and gate can be unlocked 2 hours prior to the event and locked at the end of the event.
- The HVAC must be set at the end of the event as follows: 78 degrees in the summer and 68 degrees in the winter. There are THREE (3) thermostats in the building (kitchen, great room by TV, fitness hall). All three must be reset following the event.



If you prefer to have our regular cleaning crew after your event, please contact Christina at theLegacyCOA@gmail.com, no later than one week in advance of your event to work out schedule and to pay the estimated cleaning fee.



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COA Contact Info:

- Please send ALL correspondence to this email address -
theLegacyCOA@gmail.com
- For COA Payment questions please contact Christina at the above email or at this # -
334.707.3838
- For issues with access to the clubhouse or the gate, please contact Lee Alice at the email above or at this # -
334.703.7169