

GARDEN HILLS PLAYFIELD USE AGREEMENT

THIS USE AGREEMENT (the "Agreement") was made this ____ day of _____, 20____, by and between GARDEN HILLS POOL AND PARK ASSOCIATION, INC. ("GHPPA") and _____ ("Renter").

WITNESSETH:

WHEREAS, GHPPA operates the playfield located at the corner of Pinetree Drive and Rumson Road, Atlanta, Georgia 30305 and commonly known as the Garden Hills Playfield (the "Playfield"); and WHEREAS, Renter desires to use the Playfield for the time period specified hereinbelow 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 Playfield on the following terms and conditions.

1. Renter shall have the right to use the Playfield from _____ to _____ on _____, 201____ (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 Playfield for the Usage Term shall be the sum of _____ Dollars (\$_____) per hour, subject to a minimum rental charge of _____ Dollars (\$_____).
3. In addition to the Usage Fee, Renter shall deliver the sum of _____ Dollars (\$_____) 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 8 below. Renter shall deliver the Usage Fee and Deposit to GHPPA no later than fourteen (14) days prior to Renter's specific reservation of the Playfield. GHPPA will reserve the Playfield only upon receipt of the entire Deposit and Usage Fee. Failure to deliver complete payment 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:

4. Renter shall use the Playfield solely for the purpose of:

5. 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 Playfield. 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.
6. Renter shall not use the Playfield 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 Playfield 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; (d) fire or any type of fireworks and/r explosives; or (e) alcoholic beverages (prohibited only to the extent of the possession or use by persons under 21 years of age).
7. 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 Playfield, the turf, landscaping or any of the fixtures, equipment, furnishings or decorations contained therein, or otherwise decrease the value of the same.
8. Following the completion of Renter's proposed use of the Playfield, Renter shall thoroughly clean the Playfield, including, without limitation, the main field, surrounding landscaping, walkways and areas alongside the pool fence. All trash shall be removed from the Playfield area and disposed of by Renter off GHPPA property. Renter acknowledges that failure to do so may result in the withholding of all or part of the Deposit in accordance with Paragraph 10 hereinbelow.
9. Upon delivery of the Deposit, Usage Fee and the executed counterpart of this Agreement to GHPPA pursuant to Paragraph 2 hereof, GHPPA shall post an updated calendar on a bulletin board located at the Playfield indicating that the field is RESERVED for use at the times indicated in this agreement.

10. In the event that (a) in GHPPA's sole and absolute discretion, the Playfield 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; or (b) Renter does not vacate the Playfield 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, maintenance or repair of the Playfield (or repair of turf, landscaping, equipment or decorations therein), or for reimbursing GHPPA for any extended unauthorized use of the Playfield, all as GHPPA may determine to be necessary or appropriate. In the event that GHPPA incurs no costs or expenses described in this Paragraph 10, then it shall return the Deposit to Renter within thirty (30) days after the end of the Usage Term, to the Renter at the following address:

In the event that the Deposit is insufficient to reimburse GHPPA fully for all such costs and expenses described in this Paragraph 10, 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 Playfield beyond the expiration of the Usage Term shall be charged to the account of the Renter at one hundred twenty-five percent (125%) of the otherwise applicable hourly rental charge described in Paragraph 2 above. Renter hereby agrees to pay GHPPA for any such excess costs and expenses within ten (10) days after receipt of any such invoice.

11. By its execution of this Agreement, Renter acknowledges that the Playfield is fit for the use contemplated by Renter. It is further understood and acknowledged that 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 Playfield are interrupted or non-functional, or if Renter's use of any equipment or furnishings located in the Playfield is precluded or interrupted, by any reason or cause whatsoever.
12. 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 Playfield in connection with Renter's use of the Playfield. 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.

13. 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 Playfield premises and/or the use of the Playfield (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.
14. 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 and joint venture between the parties hereto.
15. This Agreement shall constitute a mere license to use the Playfield solely for the duration of the Usage Term and in no event shall this Agreement or the usage of the Playfield by Renter be construed to create the relationship of landlord and tenant between GHPPA and Renter.
16. 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. In the event that GHPPA receives such notice of termination not less 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 less than seven (7) days prior to the commencement of the Usage Term the entire Usage Fee and Deposit shall be subject to retention by GHPPA as liquidated damages arising therefrom. 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.
17. In the event that Renter cannot use the Playfield due to weather, GHPPA shall determine at its sole and absolute discretion whether to refund the Usage Fee and Deposit or whether to reschedule the Renter to use the Playfield.
18. 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 Playfield 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 10 above.
19. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
20. This Agreement constitutes the entire agreement between the parties with respect to the use of the Playfield 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.

GARDEN HILLS POOL AND PARK ASSOCIATION, INC.

Name:
Title:

RENTER:

Name: _____

Contact Telephone on Date of Event: _____

Contact Email Address: _____