

DEER RUN HOMEONWERS ASSOCIATION, INC.
FIELD OF DREAMS (BASEBALL FIELD) AREA
TEAM PRACTICE RENTAL – SEASON & 1-TIME USE
DEPOSIT AND DISCLAIMER

I, _____, the Owner of the property at _____, do hereby submit my **refundable deposit**, in the amount of **\$50.00**, for use of the Deer Run Homeowners Association's (HOA) Field Of dreams (baseball Field) on _____ from _____ (time) to _____ (time). I am also submitting a separate check in the amount of **\$100.00**, for the non-refundable _____ (Season) rental fee or **\$35 for 1.5 hour, 1-Time Use Fee.** (PLEASE CIRCLE ONE). I understand that my rental Day and **time will not be considered as confirmed until these checks and this contract are received by Douglas Property Management** and I have received an e-mail confirmation of the rental date and time. I understand that if I cancel my reservation, once confirmed, I will forfeit the rental fee. *Send signed contracts and checks to:*

Douglas Property Management
Att: Deer Run Field of Dreams Reservations
117 Towne Lake Parkway, Suite 300
Woodstock, GA 30188
770.926.3086 Office

I am requesting use of the facilities for the following Team: _____. The coach of this Team is _____ with contact information as noted:
Cell # _____ Email: _____.

I understand I will not receive a full refund of my deposit if the area is not left clean and orderly, if all garbage is not bagged and placed in trash receptacles. Should I fail to clean the premises, or if anything is broken or damaged during my use, my deposit will be used to cover all costs incurred by the HOA as a result of the rental. If the costs incurred are greater than my security deposit the difference will be charged directly to me and placed as a debt owed by me on my HOA account.

I understand that the Association reserves the right to enter the facilities 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.

I agree to be in attendance at the function/event at all times during the function/event. I hereby agree and represent that the facilities will be used for lawful purposes only. If any conduct at the function/event that I am sponsoring violates federal, state or local laws or ordinances, or any Association rules, my rights to use the facilities for the function/event shall terminate, I will forfeit both the rental fee and the deposit and the Association will have the right to take possession of the facilities and instruct my guests to leave the property.

If notified by the Association, I agree to disallow use of the facilities and participation in the function/event activities to any homeowner (including members of the Homeowner's family) that has unpaid fees due to the Association or is otherwise not in good standing with the Association.

I hereby agree to the following rules and regulations and understand that violation of any or all of them will result in forfeiture of my deposit:

If alcoholic beverages will be served at or brought to the activity, then I understand and agree that I am responsible for ensuring that any consumption or serving of alcohol at the activity is done strictly in accordance with Georgia law. I further acknowledge and agree that no alcoholic beverages will be sold, manufactured or made at the activity. I agree that I will provide transportation for any person attending the activity who is intoxicated.

I understand the noise level including any music will be kept at a level as not to disturb other persons.

I understand that no activities may be conducted in the parking lot area.

I understand that confetti, glitter, rice and/or birdseed are not allowed at the facility.

I understand that furniture/bleachers/equipment may not be removed from the premises.

I understand that the field of Dream area is a Tobacco Free Environment.

Further, I assume all responsibility, risks, liability and hazards incidental to all activities applied for and hereby release and forever discharge the Deer Run HOA, its officers, directors, employees, agents and members, present, past or 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 from my use of the Deer Run facilities.

I agree to indemnify and hold harmless the Deer Run HOA from all charges, claims, costs, causes of action, damages and liability (including but not limited to attorney's fees) for any injury, to persons or property, suffered by me, my family members, employees, agents, guests, servants, invitees, or any member of the Deer Run HOA or any other person whether or not based on the acts or omissions of the Deer Run HOA which arise from or are in any way related to the above activity.

_____ Signature

_____ Phone Number

_____ Date Signed