

**The Clubhouse Complex is Available for Private Events for  
Association Members and Other Residents of The Bluffs**

**German Creek Condominiums-The Bluffs Owners' Association, Inc.**

**Association Notice 11-01**

This Notice documents a set of revisions to the German Creek Clubhouse & Swimming Pool Rules, which were previously listed on pages 11 and 12 in the *Residents and Owners Manual* dated July 1, 2010. The Notice was Approved and Issued by the Board of Directors of the German Creek Condominiums-The Bluffs Owners' Association, Inc. (Association) on November 18, 2011.

**General Clubhouse Complex Rules and Information**

- For purposes of the notice, the Clubhouse complex consists of the Clubhouse, the immediate grounds including the swimming pool when open, and the parking lot around the Clubhouse.
- The Clubhouse complex is for the private use and enjoyment of Association members in good standing and other legal residents of the German Creek Condominiums and should be considered an extension of their homes. By doing this, we will conserve electricity and treat the furnishings and equipment with care.
- The Board of Directors reserves the right to limit the use of the Clubhouse complex if all Maintenance Fees, Special Assessments and other Association-related charges are not current. Any Association member who is more than thirty (30) days past due is considered not in good standing and will not be allowed to use the Clubhouse complex until his or her account is brought current.
- The curfew for Clubhouse complex functions other than the pool area is 12:00 AM, except for New Year's Eve which is 1:00 AM.
- The pool hours are 7:00 AM to 10:00 PM daily during the posted season. No children under 16 years of age will be allowed in the pool area unless accompanied by a responsible adult. The maximum number of guests at the pool at one time is limited to four (4) guests unless the Clubhouse complex has been rented for a special event. An Association member or other legal resident must accompany his or her guests at all times.
- No children under 18 years of age will be allowed in the Clubhouse unless accompanied by an Association member or other legal resident.
- No music is permitted outside the Clubhouse.
- Association members and other legal residents agree that they and their guests will not block driveways or fire lanes.

- No smoking in the Clubhouse or pool areas.
- Alcoholic beverages will not be served to minors on the Clubhouse complex.
- All posted rules and regulations must be followed at all times. Individuals not complying with the posted rules and regulations or causing disturbance will be asked to leave the Clubhouse complex.
- The maximum number of people using the Clubhouse at one time is limited to 50.

### **Rental of the Clubhouse Complex**

Reservations for the use of the Clubhouse complex will be made as follows:

- The Association members in good standing and other legal residents of the German Creek Condominiums interested in renting the Clubhouse complex will contact the Treasurer of the Association or his or her designated representative at (865) 767-3490 or via e-mail at [manager@germancreekbluffs.com](mailto:manager@germancreekbluffs.com) to reserve the Clubhouse complex.
- Typically, the Clubhouse complex cannot be rented more than 90 days in advance; however, the Board of Directors reserves the right to consider other reservation applications in excess of 90 days under special circumstances.
- A completed and signed Rental Agreement with associated payment of fee and security deposit must be submitted to the Treasurer of the Association, 120 Muskogee Drive, Bean Station, TN 37708, at least 30 days prior to the date of the Rental. A copy of the Rental Agreement is attached to this Notice. A \$25.00 user fee and \$75.00 security deposit is required, and must accompany the Rental Agreement. Payment of the user fee and security deposit (totaling \$100.00) can be made by either a cash payment or by (2) separate checks. Checks should be made payable to the German Creek Condominiums-The Bluffs Owners' Association, Inc.
- Absolutely no reservations can be held if the completed and signed Rental Agreement with associated payment of user fee and security deposit is not submitted at least 30 days prior to the date of the Rental.
- Refunds will be made if reservations are canceled fourteen (14) days prior to reservation date. If reservations are canceled with less than fourteen (14) days' notice, money will be refunded only if the Clubhouse complex is rented to another party. In all cases, renters are subject to a \$50.00 non-refundable cancellation fee.
- The Association and its Board has the right to cancel reservations due to exceptional circumstances (plumbing issues, weather damage, fire, etc.). Any cancelled reservation of this nature will not be charged a cancellation fee. Under such circumstances the Treasurer for the Association will authorize a cancellation fee waiver without penalty.
- The Clubhouse complex will not be rented to anyone less than 21 years of age. Proof of age must be established by appropriate identification at time of submitting the Rental Agreement and associated payment.

- The Rental Agreement and associated fee covers only the use of the Clubhouse Complex.
- The Board of Directors reserves the right to review the frequency or use by individual Association members and other legal residents and deny use to the basis of frequent use which denies other residents adequate access.

The Association members in good standing and other legal residents of the German Creek Condominiums renting the Clubhouse complex agrees to the following:

- The Clubhouse complex will be used only for the rental purpose shown on the Rental Agreement and that either he or she or his or her spouse will attend the event for the total period of the rental. Additionally, one adult must be present for every eight (8) persons under the age of 16 to provide adequate supervision.
- A security guard must be hired for any group of thirty (30) or more in which the majority are between the ages of 17 and 25.
- It is understood that the Association member or other legal resident signing the Rental Agreement agrees to be held responsible for cleaning the Clubhouse complex upon completion of the Rental period. The security deposit will be refunded within 30 days if the Clubhouse complex has been left clean and undamaged. The security deposit will be utilized to make restitution for any damages of cleanup time required of the Clubhouse complex, and the Association member or other legal resident will be held responsible for the total cost of cleaning or for repairs from any damages occurring during the rental period.
- The Association member or other legal resident renting the Clubhouse must understand the Rules and Regulations and be responsible for having everyone off the Clubhouse complex property and the doors locked by the end of their rental period.

### **Liability and Indemnification**

- The Association member or other legal resident renting the Clubhouse agrees to and shall indemnify and hold the Association and its Board harmless against any and all losses, claims and demands arising from the negligence of Renter, his or her agents, invitees and/or employees, as well as those arising from Renter's failure to comply with any covenant of this lease on Renter's part to be performed, and shall at Renter's own expense defend the Association and its Board against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals there from and shall satisfy and discharge any judgment which may be awarded against the Association and its Board in any such suit or action.
- The Association member or other legal resident renting the Clubhouse shall indemnify and hold the Association and its Board harmless from any and all losses, damages, suits, penalties, costs, liability and expenses (including, but not limited to reasonable

investigation and legal expenses) arising out of any claim for loss or damage to any property, including the Clubhouse complex, injuries to or death of persons by reason of Renter's activity and use of the property.

- The Association and its Board will not be responsible for personal belongings left in the Clubhouse.

## German Creek Bluffs Clubhouse Complex Reservation

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Event Date: \_\_\_\_\_

Rental Purpose: \_\_\_\_\_

I understand that I must be an Association member in good standing or other legal residents of the German Creek Bluffs Condominiums in order to rent the Clubhouse Complex, and that I have read, understand and agree to conduct the proposed rental in accordance with the Rules and Regulations listed in German Creek Condominiums – The Bluffs Owners’ Association, Inc. Notice 11-01.

Additionally, I have included payment with this Rental Agreement for the \$25.00 user fee and \$75.00 security deposit (totaling \$100.00). I understand that the payment can be made by either cash or check. Checks should be made payable to the *German Creek Condominiums-The Bluffs Owners’ Association, Inc.*

I understand that I am responsible for cleaning of the Clubhouse complex upon completion of the Rental period and that the security deposit will be refunded within 30 days if the Clubhouse complex has been left clean and undamaged. Additionally, I understand and agree that the security deposit will be utilized to make restitution for any damages or cleanup time required of the Clubhouse complex, and that I will be held responsible for the total cost of cleaning or for repairs from any damages occurring during the rental period.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **German Creek Bluffs Clubhouse Complex Reservation**

**Please enclose 2 checks made payable to German Creek  
Condominiums-The Bluffs Owners' Association, Inc:**

**\$25.00 User Fee**

**\$75.00 Security Deposit**

**The \$75.00 security deposit check will not be taken from your account  
and will be returned within 30 days if there is no damage.**

**Send checks and completed form to:**

**German Creek Bluffs**

**120 Muskogee Lane**

**Bean Station, TN 37708**

**Note:**

- Pool and restrooms are not reserved with the Clubhouse.**

**Please do not lock outside restroom doors as these areas remain open  
to ALL homeowners**