

# Clubhouse Rental Agreement and Rules

Villa Monterey IV, 7667 E. Northland Dr. Scottsdale, AZ 85251

Only Villa Monterey Unit IV owners (the "Reserving Party") in good standing with no unpaid dues or assessments may reserve the Clubhouse for private social functions.

The Clubhouse may not be used for any type of commercial or profit-making function, unless specifically approved in advance by the Board of Directors. If a tenant reserves the clubhouse, the owner of record must sign the reservation form and the tenant must be present during the entire event. The owner of record is responsible for their tenant and authorized guests.

The Reserving Party assumes full responsibility and liability for any damages to the Clubhouse or surrounding property, which is the result of actions of the member or their guests during the term of this agreement. **Rental of the Clubhouse does not include use of the swimming pool, Jacuzzi, or exercise room. These areas are open to all residents and cannot be reserved at any time.**

Damages caused to the Clubhouse or surrounding grounds directly or indirectly by the Reserving Party and/or guests attending the function in excess of any security deposit will be billed directly to the Owner's (Reserving Party) account by the Association and become due and payable upon billing in the same manner as dues and assessments. Costs in excess of the security deposit are due and payable within 10 days of the event. Failure to meet this rule may result in the reserving party incurring collection fees and/or court charges.

The Association reserves the right to change any of the terms of this agreement and/or charges for deposits or other applicable fees at its sole discretion, without prior notice.

## **Owner ("Reserving Party") agrees to the following:**

- a. Maximum attendance for any clubhouse rental will be no more than forty (40) persons.
- b. All clubhouse rentals must be concluded by 10:00 pm.
- c. Reserving Party and guests shall not make excessive noise in the Clubhouse or surrounding grounds. Noise levels should be such that neighboring houses are not disturbed. This rule will be strictly enforced. Surrounding residents are instructed to immediately contact the police and a Board member if it is violated.
- d. Alcohol is not permitted to be consumed on the premises (Clubhouse or surrounding grounds) except by persons 21 years of age or older. Alcohol may not be sold in the clubhouse or on clubhouse property.
- e. The furniture may be moved to accommodate the use of the room is allowed. Furniture or decor may not be removed from the Clubhouse and are required to be returned to the original placement following the event.
- f. Attaching anything to the walls, floors, or ceiling using nails, staples, tacks, tape, or other substances IS PROHIBITED. Confetti, bird seed, rice, glitter and/or all other such materials IS PROHIBITED. Use of these materials and items may result in loss of Deposit.
- g. All items brought in by the renting party, including rental equipment, must be removed from the clubhouse on the day of the rental unless previous arrangements have been made with the Association.
- h. Smoking is NOT permitted within the clubhouse or within 15 feet of any entrance.
- i. No one under the age of 21 is permitted to use the Clubhouse unless under the direct supervision of a parent or legal guardian.

- j. Pets are not permitted in the Clubhouse or surrounding grounds unless they are assisting the physically impaired.
- k. The Clubhouse, bathrooms, and surrounding grounds must be cleaned immediately following the event and returned its original condition. All garbage and trash must be bagged and placed in a location specified by a Board member. Renting parties not wanting to clean up may arrange with the Board of Directors to pre-arrange and pre-pay for cleaning at a cost of One Hundred and fifty Dollars (\$150). Failure to pre-arrange and pre-pay cleaning may result in full loss of the deposit.
- l. Reserving Party is responsible for ensuring that all lights, ceiling and exhaust fans, and appliances are turned off and all doors are locked before leaving. Security deposits will be refunded within 30 days if the clubhouse and surrounding areas are clean and orderly per the discretion of the Board.
- m. Reservation forms are available on the Villa Monterey website ([resortpark.org](http://resortpark.org)) or in the clubhouse on the Resident Information Table. Reservations are accepted on a first-come, first-serve basis.

**Release and Indemnification:** The Reserving Party assumes all responsibilities, risks, liabilities, and hazards incidental to the use of the Clubhouse (including, but not limited to, the serving of any alcoholic beverages) and, irrespective of any acts or omissions by the Association or its agents, whether negligent, intentional, or otherwise.

**Deposit and Fees:** A \$75 (seventy-five) cleaning deposit is required at the time of reservation. Cleaning deposits are refundable if the clubhouse is returned to its original condition. An additional \$75 (seventy-five) **non-refundable** usage fee will be required for all reserved events.

#### **INSTRUCTIONS FOR RESERVING THE CLUBHOUSE AS FOLLOWS:**

- 1. Call or Email Jenny Hughes at 253-229-3206 or [winpug@aol.com](mailto:winpug@aol.com) with your proposed rental date to confirm availability.**
- 2. Once the date and time are confirmed; Complete and sign the Clubhouse Rental Agreement. (There are two (2) options for Clubhouse Rental. Option 1: The Renter pays the rental fee and agrees to leave the Clubhouse in its original condition. Option 2: The Renter pays the rental fee and additional charge for cleaning.)**
- 3. Option 1: Include two checks with the Rental Agreement made out to Resort Park Assn. IV for \$75.00 each. The first \$75.00 check will be deposited for the Clubhouse Rental. The second \$75.00 check will be returned to the Renter within thirty (30) days if the Clubhouse is returned to its original condition.**
- 4. Option 2: Include one check with the Rental Agreement made out to Resort Park Assn. IV. For \$225.00. The check will be deposited in full. (\$75.00 for Clubhouse rental and \$150.00 for Clubhouse Cleaning.)**
- 5. Mail the signed rental agreement to Resort Park Assn., 7667 E. Northland Drive, Scottsdale, AZ 85251 or Hand Deliver to Jenny Hughes at 7674 E. Northland Drive, Scottsdale, AZ 85251.**

The Reserving Party must complete and sign a copy of this document and pay the applicable deposit and fees.

**WHAT OPTION HAVE YOU SELECTED FOR RENTAL? Option 1:\_\_\_\_\_ Option 2:\_\_\_\_\_**

**Purpose of Event: \_\_\_\_\_ Event Date: \_\_\_\_\_**

**Number of Guests: \_\_\_\_\_ Anticipated Start Time: \_\_\_\_\_ Anticipated End Time: \_\_\_\_\_**

**Name of Owner (Reserving Party): \_\_\_\_\_**

**Phone: \_\_\_\_\_ Email: \_\_\_\_\_**

I, the undersigned, have read and agreed to the terms of this agreement in its entirety.

**OWNER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_**

**HOA REPRESENTATIVE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_**

**DEPOSIT/FEES RECEIVED: DATE \_\_\_\_\_**