

# Clubhouse Frequent Usage Agreement and Rules

Only Villa Monterey Unit IV owners (the "Reserving Party") in good standing with no unpaid dues or assessments may reserve the Clubhouse for Daily/Weekly/Monthly Non-Exclusive Events. **The Non-Exclusive use Agreement allows other Residents to enter and use the Clubhouse during the timeframe selected by frequent repeat Users.**

The Clubhouse cannot 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.

Damages caused to the Clubhouse or surrounding grounds directly or indirectly by the Reserving Party and/or guests attending the function 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 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 at its sole discretion, without prior notice in the Event the Clubhouse is reserved for Board Meetings, Clubhouse Rental Agreements and Construction or Renovations. The Reserving Party and/or the Emergency Contact will be notified by phone in the event changes are necessary.

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

- a. An Owner must be present for the Hourly/Daily/Weekly/Monthly Event.
- b. 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.
- c. 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.
- d. The furniture and table decor may be moved to accommodate the use of the room is allowed; but must be returned to the original placement following the event. The Chair Cushions, Pictures, Décor i.e. tablecloths, vases, flowers, folding chairs/tables may not be displaced, Broken or removed from the Clubhouse.
- e. Attaching anything to the walls, floors, or ceiling using nails, staples, tacks, tape, or other substances IS PROHIBITED.
- f. All items brought in by the reserving 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.

- g. Smoking is NOT permitted within the clubhouse or within 15 feet of any entrance.
- h. No one under the age of 21 is permitted to use the Clubhouse unless under the direct supervision of a parent or legal guardian.'
- i. Pets are not permitted in the Clubhouse or surrounding grounds unless they are assisting the physically impaired.
- j. The Clubhouse area included in the daily/weekly/monthly event must be cleaned immediately following the event and returned its original condition. All garbage and trash must be bagged and placed in the outdoor garbage Container. All Dishes must be put in the dishwasher and Food properly disposed of. The Coffee pot must be turned off and cleaned.
- k. 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.
- l. Frequent usage Agreement forms are available on the Villa Monterey website ([www.resortpark.org](http://www.resortpark.org)) or in the clubhouse on the Resident Information Table. All Frequent Usage Agreements are subject to change.

**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.

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

1. **Call or Email Tammy Vogel 602-301-8440 [tammyvogel@cox.net](mailto:tammyvogel@cox.net) with Frequent or Repeat usage dates for availability of the Clubhouse. (Rental Agreements apply with 10 or more persons.)**
2. **Mail the signed usage 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 in order to be added to the Clubhouse usage Calendar. Additionally, an Emergency contact must be listed in the event that the Reserving Party cannot be reached and changes need to be adjusted for changes in Clubhouse Calendar by Board, Rental Agreements, Construction and/or Renovations.

**Please Print:**

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

Address of Owner (Reserving Party): \_\_\_\_\_

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

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Address: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_

**Frequency for Usage: (Circle one: Daily Weekly Monthly)**

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

What Days and Times for Weekly Users: \_\_\_\_\_

What Day and Time for Monthly Users: \_\_\_\_\_

How much space #tables/Chairs for Usage: \_\_\_\_\_

What Type of Event: \_\_\_\_\_

(Owner/Residents may use Clubhouse space i.e. Kitchen/Library/tables/Chairs/Office during Non-Exclusive Events. All Owner/Residents must be respectful to other Users in the event the space is shared.)

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** \_\_\_\_\_ **AMOUNT** \_\_\_\_\_