

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. The owner of record is responsible for executing the Rental Agreement, Fees, Clean-up Checklist and responsibility of their authorized guests entering and exiting the grounds. The entry gates on Mariposa and Northland must be closed and locked at all times pursuant to A.R.S. 31-1681.

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 exclusive use of the Swimming Pool, Jacuzzi, Grounds 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 as 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 in accordance with the City of Scottsdale noise ordinance and respectful of VMIV Neighbors.
- d. Alcohol consumption must be in accordance with Arizona law for ages 21 years and 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. All furniture must be kept indoors and returned to its original placement at the end of the event.
- f. Attaching decorations to the walls, floors, or ceiling using nails, staples, tacks that cause damage to these surfaces is PROHIBITED. Confetti, bird seed, rice, glitter and/or all other such materials IS PROHIBITED. Disregard for Item #F 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 prior to date of reservation.
- h. Smoking is NOT permitted within the clubhouse or within 15 feet of any entrance.
- i. Pets are not permitted in the Clubhouse or surrounding grounds unless they are certified as a “Support” Animal for the Resident Reserving Party.
- j. 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 by outdoor trash receptacles. Renting parties may request VMIV Cleaning Services in advance at a cost of Two Hundred Twenty-Five Dollars (\$225.00). Failure to pre-arranged and pre-pay cleaning service may result in full loss of the deposit.
- k. Reserving Party is responsible for ensuring all lights, ceiling and exhaust fans, appliances, Kitchen sink are turned off and all doors are locked before leaving. Security deposits will be refunded within 20 days, if the clubhouse

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and surrounding areas are clean and orderly per the discretion of the Board and accompanying "Checklist".

- I. Reservation forms are available on the Villa Monterey website (www.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 One-Hundred dollars (\$100.00) rental fee and One-Hundred Dollars (\$100.00) refundable Deposit is required for submission of the Rental Agreement. Once inspected for cleaning & damage compliance, the deposit will be returned within 20 days of rental date. An optional pre-arranged/pre-paid "Cleaning Service" may be requested in advance for an additional Two Hundred Twenty-Five Dollars (\$225.00) fee. For this option, Once inspected for damage compliance, the deposit (\$100.00) will be returned within 20 days of rental date.

INSTRUCTIONS FOR RESERVING THE CLUBHOUSE AS FOLLOWS:

1. **Confirm date & availability with Social Director. Email: Tammyvogel@cox.net or Phone 602 301 8440. You will receive a confirmation number for the Reservation & Rental Agreement.**
2. **Once confirmed; Complete & Sign the Clubhouse Rental Agreement. Include a check payable to "Resort Park Assn. IV" for \$200.00. (See Paragraph above named-Deposit and Fees).**
3. **If you select the option for Pre-Arranged/Pre-Paid "Cleaning Service"; Complete & Sign the Clubhouse Rental Agreement. Include a check payable to "Resort Park Assn. IV" for \$425.00. (See Paragraph above named-Deposits and Fees).**
4. **Mail the signed rental agreement to Resort Park Assn., Attn: Clubhouse Rental, 7667 E. Northland Drive, Scottsdale, AZ. 85251 or Hand Deliver to Clubhouse Office, Attn: Clubhouse Rental, 7667 E. Northland Drive, Scottsdale, AZ 85251. Place the sealed envelope in the Office Mail Slot located next to the Clubhouse Kitchen/Library.**

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

CHECK THE OPTION HAVE YOU SELECTED FOR RENTAL?

Clubhouse Rental with Deposit \$200.00 & Self-Cleaned: _____

Clubhouse Rental with Deposit and Pre-Arranged/paid Cleaning \$425.00: _____
(ALL Food/Beverage items must be removed by Reserving Party)

Purpose of Event: _____

Event Date: _____

Number of Guests: _____

Anticipated Start Time: _____

Anticipated End Time: _____

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Name of Owner (Reserving Party): _____

Reservation Confirmation Number: _____ Address: _____

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 _____ AMOUNT _____

DEPOSIT RETURNED DATE: _____ NOTES: _____

CHECKLIST FOR CLUBHOUSE CLEANING & DAMAGE REVIEW:

<u>DESCRIPTION OF WORK TO BE COMPLETED</u>	<u>CHECKED BY RESERVING PARTY</u>	<u>CHECKED BY BOARD REPRESENTATIVE</u>
All indoor trash bagged & set by outdoor trash receptacles		
All decorations removed and wall, floors, ceilings, doors, tables inspected for damage		
All Furniture returned to original location		
All Doors, lights, Fans, equipment, TV and gates turned off and/or locked prior to exiting grounds		
All Clubhouse glassware, dishes, serving ware placed in the Dishwasher		
All table tops, sinks & Counter tops cleaned		
Bathrooms checked for cleanliness		
Clubhouse floor swept & mopped as needed		
Coffee Pots, Microwave turned off		
All items removed from Fridge/Freezer & closed		