

## Clubhouse Rental Agreement and Rules

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

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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. The Reserving Party may use the grounds, pool, restrooms and Jacuzzi. The gym is not included. **In accordance with the Rental, the Reserving Party does not have exclusive use of the Swimming Pool, Jacuzzi, Grounds, Restrooms. 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 not exceed 52 persons in accordance with Fire code regulations.
- b. All clubhouse rentals and clean up must be concluded by 9:30 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. Children under age of 18 must be supervised at all times on the Clubhouse grounds. A responsible adult must monitor pool/jacuzzi activities and enforce all pool rules signs for compliance. Be respectful of other Owners utilizing the area. All pool floating devices must be removed with the swimmer and noise level keep at a reasonable level.
- f. 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. All outdoor furniture returned to original position.
- g. 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 charge to Reserving party.
- h. 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.
- i. Smoking is NOT permitted within the clubhouse, pool, jacuzzi and grounds. Smoking must be outside of the entrance gates on Mariposa and Northland.
- j. Pets are not permitted in the Clubhouse or surrounding grounds unless they are certified as a “Support” Animal for the Resident Reserving Party.
- 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 by the 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 request and pre-pay cleaning service may result in additional charges.
- l. Reserving Party is responsible for ensuring all lights, ceiling and exhaust fans, appliances, water are turned off and all doors are locked before leaving. The clubhouse and surrounding areas must be clean and orderly per the discretion of the Board and accompanying “Checklist”. The Reserving Party shall be invoiced \$225.00 for VMIV Cleaning Services in lieu of self-cleaning.

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- m. Reservation forms are available on the Villa Monterey website ([www.resortpark.org](http://www.resortpark.org)) or in the clubhouse on the Resident Information Table. Reservations are accepted on a first-come, first-serve basis.
- n. Owners in good standing with no unpaid dues or assessments may reserve and rent the Clubhouse for events/functions.

**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 Twenty-Five dollar (\$125.00) rental fee is required for submission with the Rental Agreement. Once inspected for cleaning & damage compliance, the Reserving Party will be notified that the Self-Cleaning requirement has been satisfied. If the inspection fails, the Reserving Party (Owner) will be invoiced for the \$225.00 cleaning fee.

An optional pre-arranged/pre-paid "Cleaning Service" may be requested and paid in advance for Two Hundred Twenty-Five Dollars (\$225.00) fee to be included with the Rental Agreement.

### INSTRUCTIONS FOR RESERVING THE CLUBHOUSE AS FOLLOWS:

1. Confirm date & availability with Social Director via email at [Social@resortpark.org](mailto:Social@resortpark.org) Attn: Clubhouse Rental You will receive a confirmation of availability from the Social Director for the Reservation & Rental Agreement.
2. Once confirmed; Complete & Sign the Clubhouse Rental Agreement. Include a check payable to "Resort Park Assn. IV" for \$125.00. (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 \$350.00. (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.

### SELECT & COMPLETE INFORMATION BELOW FOR CLUBHOUSE RENTAL

Clubhouse Rental fee \$125.00 & Self-Clean duties according to Checklist below: Check Here:   
(Maximum length of rental with pre-decorating is 6 hours unless special arrangements are made with the Social Director.)

Clubhouse Rental with Pre-Arranged/paid Cleaning \$350.00. Check Here:   
(ALL Food/Beverage items must be removed by Reserving Party)

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

Number of Guests: \_\_\_\_\_ Arrival time to Decorate: Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Does Event include Music Yes: \_\_\_\_\_ No: \_\_\_\_\_ Source of Music: (DJ/Phone/Live Musician): \_\_\_\_\_

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

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

Reservation Confirmation Date from HOA Social Director: \_\_\_\_\_

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 \_\_\_\_\_

ADDITIONAL FEE INVOICED FOR NON-COMPLIANCE FOR CLEANING/DAMAGE: \_\_\_\_\_

**CHECKLIST FOR CLUBHOUSE CLEANING & DAMAGE REVIEW:**

<b><u>SELF CLEAN- DESCRIPTION OF WORK TO BE COMPLETED</u></b>	<b><u>CHECKED BY RESERVING PARTY</u></b>	<b><u>CHECKED BY BOARD REPRESENTATIVE</u></b>
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. Kitchen sink cleared of debris		
Bathrooms checked for cleanliness		
Clubhouse floor swept & mopped as needed		
Coffee Pots, Microwave turned off		
All items removed from Fridge/Freezer & closed		
Outdoor patio swept & Furniture in original position		