

# Hill Farm Homeowners Association

## Clubhouse Rental Agreement *(revised 01-01-2023)*

This agreement is an attachment to the Farmhouse Rental Policy Resolution #19-03

### AVAILABILITY, RATES & PAYMENT

1. The Clubhouse is available for rent by Hill Farm homeowners in good standing (dues and assessments current and no violations) on a first come reservations basis. Tenants of Hill Farm homeowners may rent the Clubhouse if they have a liability policy naming Hill Farm HOA as beneficiary. Details are in Resolution #19-03.
2. Clubhouse rental includes:
  - The use of the living room, dining room, indoor restroom, screened porch and kitchen
  - The use of folding tables and chairs
  - If requested at the time of reservation, it can also include the patio and gas grill
  - Unless it is a "Wedding/Reception" rental, it does not include the three bedrooms or the two associated bathrooms, or the use of the spa and pool. See addendum on page 3.
3. The Clubhouse may be reserved up to twelve months in advance. It is not available on New Year's Eve.
4. Rates:
  - **For general use:** Up to 4 hours = \$70; up to 8 hours = \$90
  - **For large events** such as weddings and receptions: see addendum on page 4.
5. Before the reservation can be accepted, details of the event must be completed on page 3.
6. A security deposit of \$150 payable to the Hill Farm HOA is required at the time of reservation. Reservations will not be made until the deposit check is received. This check will be returned to the renting homeowner or shredded after the Farmhouse is checked for any damage. Violations of any terms of Rental Agreement or Farmhouse Rental Policy may result in forfeiture of security deposit.
7. Cancellation Policy: cancellations less than two weeks prior to reservation date will result in forfeiture of 50% of deposit; cancellations of less than one week prior to reservation date will forfeit 100% of deposit.
8. Reservations will not be accepted more than three months in advance without a \$200 deposit.
9. The same homeowner may not reserve time over Thanksgiving week or Christmas week two years in a row.
10. Accepting reservations during Thanksgiving week or Christmas week will be at the discretion of the Farmhouse Manager in consultation with other FH committee members and the Board.
11. A minimum of 24 hours between rentals will be enforced due to the challenges of post-rental housekeeping and management's need to inspect after each rental (and associated clean-up).
12. Lost keys may result in charges to the homeowner for changing locks and replacing keys.
13. Homeowner's or tenant's personal checks are the only forms of payment accepted for the security deposit and rental fee. No third-party checks, cash or credit cards are accepted.
14. Wi-Fi is provided as an amenity; if it is not functioning, there is no refund.

### HOUSE RULES

11. **The host homeowner must be present for the entire duration of the event.**
12. First-time renters of the Clubhouse are required to complete a familiarization walk-through with a Farmhouse Committee representative, by appointment, at least 48 hours prior to their rental.
13. Events must end by 10:00 p.m. Sunday-Thursday or 11:00 p.m. Friday and Saturday.
14. Host homeowners are responsible for the conduct of their guests; children must be supervised at all times and not allowed to throw objects into the lake or pool.
15. During the rental period, the host homeowner is responsible for the safekeeping of the Farmhouse, rooms, and furnishings, and compliance with all the rules and posted signs.
16. Decorations are permitted but their use or removal must not cause any damage.
17. All Farmhouse furniture must be returned to its original location.
18. Kitchen and other breakages or damage must be reported and paid for.
19. Pets, smoking, burning candles and firearms are NOT permitted anywhere in the Farmhouse at any time.

20. If all occupants leave the Farmhouse temporarily during the rental, doors and windows must be closed and locked, appliances and lights turned off, and thermostats adjusted.

## **EVENT PARKING**

21. Guests must park on one side of the street only, in the following locations:

- Guest parking spaces west of the pool
- The north side of Hill Farm Drive directly in front of the Farmhouse
- The south side of Hill Place Drive, east of the Farmhouse
- The west side of Hill Farm Drive from the entrance to the community to the Farmhouse
- Along Fort Lowell Road outside of the community
- Do not block driveways or mailboxes at any location.
- Carpooling is strongly encouraged.

Compliance with the event parking requirements ensures that the community and your event are accessible by emergency vehicles.

## **CHECKOUT**

22. The host homeowner is responsible for compliance with the check-out list that will be issued at the time of rental.

**Compliance is required to obtain a full refund of the security deposit.**

## **LIABILITY WAIVER**

Owner/Resident hereby waives, releases and forever discharges the Association and its officers, directors, agents, affiliates, successors in interest, or assignees of and from any and all damages, losses, expenses or claims of any type whatsoever arising out of, directly or indirectly, or connected with, or relating to the use or rental of the Farmhouse and associated Common Area amenities. Owner/Resident assumes all risks and liabilities associated with the use or rental of the Farmhouse and associated Common Area amenities, including but not limited to the risk of exposure to COVID-19 or any other illness suffered as a result of the use or rental of the Farmhouse.

## **SECURITY & EMERGENCIES**

- **Please make secure arrangements for cash and valuables.**
- **Hill Farm HOA assumes no responsibilities for personal items lost or stolen from the Farmhouse or parked vehicles.**
- **There is no telephone in the Clubhouse or Farmhouse; please bring your cell phone for emergencies.**
- **The Farmhouse address is 3050 N. Hill Farm Drive.**

**SIGNATURE**

\_\_\_\_\_(initials) I have read and understood the Farmhouse Rental Policy, Resolution #19-03 and This Clubhouse Rental Agreement.

Homeowner/Tenant: \_\_\_\_\_ Street Address: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Signature of Homeowner/Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Event Date and Time: \_\_\_\_\_

**EVENT DETAILS & RESTRICTIONS** (renter to complete prior to acceptance of reservation)

Type of Event:

- Family Gathering
- Wedding/Reception – see addendum below
- Memorial Service
- Musical Performance
- Other: \_\_\_\_\_

Number of Guests \_\_\_\_\_(Maximum 70 for general purpose; 100 for weddings/receptions)

Food: Self-catered or name of caterer: \_\_\_\_\_

Clean Up:  I take full responsibility for clean-up within 24 hours of end of event. \_\_\_\_\_(renter initials here)

Music: (circle type): DJ / Live Group / Other / Non-amplified

NOTE: Loud music carries across the lake and is therefore prohibited. Please do not disturb the neighbors. Amplified sound systems are allowed within the enclosed Clubhouse space only—not on the screened porch or patio. Any amplified music is prohibited after 9:00 p.m.

Equipment Rental: Name of Company \_\_\_\_\_

NOTE: No tents or canopies may be erected on the property. Space heaters must not be placed near combustible surfaces. Please follow manufacturers guidelines. Tables, chairs, etc. provided by outside vendors must be delivered the morning of the event and picked up no later than 1:00pm the day following the event. Do not use private driveways for deliveries.

## **ADDENDUM FOR WEDDINGS, LARGE RECEPTIONS, ETC.**

The following are in addition to the event details and restrictions shown above.

### **Participants**

Names of couple/honorees: \_\_\_\_\_

Relationship to host/homeowner \_\_\_\_\_

(Homeowner MUST be present during the entire event.)

### **Rates**

23. The rates are \$1,000 for 24 hours. The security deposit is \$300.
- The rental includes the Clubhouse as described in paragraph #1 as well as the 3 bedrooms with 2 associated bathrooms, plus the use of the pool by overnight guests.
  - If requested at the time of reservation, it includes the dock or other mutually acceptable common area for a ceremony. (There is no electrical outlet near the dock.)

### **Additional House Rules**

24. Event duration (between guests' arrival and departure) must not exceed 8 hours
25. A maximum of 100 guests are allowed
26. Flower petals, rice, glitter, and confetti are prohibited
27. One full-time attendant must be appointed to direct guests to designated parking
28. Overnight parking is in the guest lot west of the pool; see bedroom rental agreement
29. The host homeowner must also sign a copy of the bedroom rental agreement