

## **Hill Farm Homeowners Association** **Clubhouse Rental Agreement** (revised 1/14)

This agreement is an attachment to the Farmhouse Rental Policy Resolution #14-01

### **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 #14-01.
2. Clubhouse rental includes:
  - The use of the living room, fireplace, dining room, 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 or Labor Day.
4. Rates:
  - **For general use:** Up to 4 hours = \$60; up to 8 hours = \$80
  - **For large events** such as weddings and receptions: see addendum on page 3.
5. Before the reservation can be accepted, details of the event must be completed on page 3.
6. The security deposit is required at the time of reservation and will be refunded after the keys are returned, rooms inspected, and there are no violations of this agreement.
7. Keys will be available on the first day of the rental and on submittal of the rental fee.
8. Lost keys may result in charges to the homeowner for changing locks and replacing keys.
9. 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.
10. 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 10:00pm Sunday-Thursday or 11:00pm 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 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.** The check-out list and other items detailed on that list must be returned with the keys.

**CANCELLATIONS**

23. Since there is frequent demand for the Clubhouse, cancellations must be received well in advance so that the facilities can be made available to other homeowners. Please note that per Resolution #14-01, a cancellation received less than 7 days prior to the start of the reservation may forfeit all or part of the deposit.

**LIABILITY WAIVER**

I (we) \_\_\_\_\_ so hereby agree to hold harmless and indemnify the Hill Farm Homeowners Association, Inc. an Arizona non-profit corporation, including any members, officers, directors, employees, advisory board members, or assigns from and against any and all liability arising out of or in any way related to any claims, demands, causes of action arising from the use of the Hill Farm Homeowners Association, Inc. Farmhouse and accompanying facilities, including the swimming pool, spa, playground, lake, and any other common area uses that are controlled, operated, or owned by the Hill Farm Homeowners Association, Inc. The indemnification shall include, but not limited to, attorney’s fees, costs, and damages related to any enforcement of this agreement.

**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**

\_\_\_\_\_ I have read and understood the Farmhouse Rental Policy, Resolution #14-01.

(Initial here)

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

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

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

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

## Hill Farm HOA Clubhouse Rental Agreement

### 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 gen'l purpose; 100 for weddings/receptions)

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

Clean Up:  I will do the clean up.

I will use Linda Brackett for clean up and will contact her at 258-2600 to make arrangements.

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.

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### ADDENDUM FOR WEDDINGS, RECEPTIONS, ETC.

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

#### Participants

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

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

#### Rates

24. The rates are \$500 for 24 hours or \$800 for 48 hours. The security deposit is \$300.

- The rental includes the Clubhouse as described in paragraph #1 and also includes 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

25. Event duration (between guests arrival and departure) must not exceed 8 hours

26. A maximum of 100 guests are allowed

27. Flower petals, rice, glitter, and confetti are prohibited

28. One full-time attendant must be appointed to direct guests to designated parking

29. Overnight parking is in the guest lot west of the pool; see bedroom rental agreement

30. The host homeowner must also sign a copy of the bedroom rental agreement