

**RIVIERA HEIGHTS HOMEOWNERS ASSOCIATION
CLUBHOUSE RENTAL AGREEMENT**

EVENT DAY: _____ EVENT DATE: _____

TYPE OF EVENT: _____ # OF ATTENDEES: _____

EVENT START TIME: _____ EVENT END TIME: _____

HOMEOWNERS NAME: _____

RIVIERA HEIGHTS STREET ADDRESS: _____

MAILING ADDRESS: _____

TELEPHONE: _____ E-MAIL: _____

RENTAL FEE: _____ Rec'd: ___/___/___ includes set up and tear down of tables and chairs, as well as cleaning of Clubhouse and restrooms upon event conclusion. Special Note: There may be additional costs for deep-cleaning and sanitizing of Clubhouse to meet all special requirements established by State due to COVID-19.

DEPOSIT AMOUNT REQUIRED: _____ Rec'd: ___/___/___ Returned: ___/___/___
Ck #: ___/___/___

- Rental fee and deposit, as well as a signed copy of the terms of this agreement, are required at the time of booking to confirm your date and reservation of the Clubhouse.
- Tentative booking requests will be held for a maximum of two weeks. If rental fee and deposit are not received at the RHHA office within two weeks of the tentative booking request the space will be released for availability to other homeowners.
- A separate check in the amount of **\$300 for a refundable** damage and cleaning deposit is required at time of booking. This deposit is totally refundable if there is no damage incurred to the site, clubhouse and kitchen are left in the condition in which they were found, and the Club House and gate key(s) are returned. The deposit will be refunded to the owner within one week after event date.
- The deposit and rental fee must be paid before keys will be provided to you and will be forfeited if any of the provisions herein are violated. If the room is not left in the same clean condition in which it was found, the owner will be charged at a rate of \$35.00 per hour for any necessary

cleanup, which will be deducted from the deposit amount. Costs for any damages to RHHA Club House or property will be billed separately to the homeowner.

- Indemnification/Hold Association Harmless: The undersigned, in consideration of being allowed to use the Clubhouse and related facilities, agrees to provide liability insurance protection during term of use of not less than (\$300,000.00) indemnify and hold harmless the Homeowners Association, its directors, officers, and members, and their successors and assigns, employees, etc., from any damages sustained as a result of claims, demands, costs, or judgements arising from use of the clubhouse and related facilities. This waiver of claims and indemnification provisions relate to any and all persons who are on the premises during the party and any accidents or incidents that result in claims against the Homeowners Association as a result of the party behaviors and actions. **Proof of "insurance rider is to be provided to the RHHA office at least two weeks prior to event date or space will be released.**
- Please provide table and chair set up requirements at least two weeks prior to event. If the clubhouse is not rented for another event within one week of your event date, you may set up and decorate the day before your scheduled event date at no additional charge. Please contact the RHHA office to check availability.
- All trash is to be removed from Clubhouse by renter at conclusion of event. There are appropriate trash and recycling containers located in the kitchen. A large garbage bin is located at end of parking lot for all trash bags.
- All decoration and signage are to be removed from Clubhouse and parking area at conclusion of event. Please – no tape, push pins, tacks or nails are to be used on Clubhouse walls or woodwork as these can create potential damage to the facility.
- It is the responsibility of the homeowner renting the Clubhouse to turn off the heaters and lights and return the Clubhouse key to the office drop box upon conclusion of event.
- The RHHA Clubhouse is available for gatherings and events sponsored and attended by RHHA property owners (and their invited guests). The owner booking the event must be in attendance at the event. Homeowners' are not allowed to rent out the RHHA facilities to other parties.
- Clubhouse rental **does not include barbeque area or pool usage.**
- The Clubhouse is not available for commercial activities, such as pop-up parties open to the public.
- No alcohol is allowed to be sold at the Clubhouse or on RHHA grounds.
- Alcohol is allowed during your event, should you wish to provide this for your guests at no charge. No alcohol may be provided to minors. The undersigned accepts all liability and the

indemnification provision below applies during and after the party as to any alcohol related incidents including automobile accidents involving drunk drivers who were allowed to drink alcohol at the party.

- The Clubhouse is a non-smoking facility.
- The maximum room capacity is 129 people.
- The Board of Directors, its officers and employee's reserve the right to cancel any party at any time – no questions asked. If the police are called for any reason, the party is canceled immediately, and the \$300 deposit is forfeited.

The undersigned is familiar with the rules and regulations related to use of the clubhouse and related facilities at the Homeowners Association. The undersigned asserts that they will comply with all rules and regulations relating to use of the clubhouse and will immediately report any problems with the facilities that are detected during use of the clubhouse to the Association.

The undersigned, is intending to be legally bound, and does hereby waive and release forever any rights or claims for personal injury or damages which might otherwise arise against the Homeowners Association and its directors, officers, members or employees from use of the clubhouse and related facilities.

In the event any legal action is instituted against the Homeowners Association, its directors, officers, or members arising from the use of the clubhouse described herein, the undersigned in addition to damages shall indemnify the Association for any attorney's fees and/or court costs incurred in defending any actions.

Homeowner Signature

Date signed

RHHA Office Representative

Date signed