

RAINTREE COMMUNITY ASSOCIATION

**APPLICATION AND AGREEMENT FOR PRIVATE
RENTAL OF THE SAM BAKAL (SB) CLUBHOUSE**

Applicant Renter's Name _____

Address: _____

Business or Other Address _____

Telephone #: Home _____ **Work** _____

Date Desired: _____

2nd Preference: _____

3rd Preference: _____

Unit Owner's Name and Address: _____

Time party to begin, including set-up time (no earlier than 8:00 a.m.): _____

Time Clubhouse will be vacated: _____ (No later than midnight)

Total number of hours (4 hours maximum): _____

Approximate number of persons attending:* _____

*** NOTE: Maximum is 60 persons**

Please describe the nature of the Party or use of the SB Clubhouse (i.e., birthday party, wedding reception, watching a movie or sports game on TV, etc.)

Rules Regarding Rental of the SB Clubhouse

- 1. The Association is NOT responsible for damages, loss of personal property and equipment and utility malfunctions.**
- 2. Rental of the SB Clubhouse is limited to use of the main room and the kitchen ONLY. Rental does NOT include use of the workout room or the card room**
- 3. The maximum number of people allowed in the SB Clubhouse is 60 (sixty).**
- 4. The Association reserves the right to reject and/or disapprove application for cause. If two (2) or more parties request the same date for a rental, the selection will be made on a first-come, first-serve basis.**
- 5. Renter is responsible to examine the SB Clubhouse area prior to rental and note defects or damages. The Association will examine the facility after rental and note defects and damages caused during rental period for which renter agrees to be responsible for the cost to remedy.**
- 6. Renter is allowed exclusive use of the game tables and television in the main room of the SB Clubhouse during the period of the rental. Costs to remedy any damages or missing items from the game tables will be withheld from the security deposit.**
- 7. Renter is allowed use of folding tables and chairs that are available in the SB Clubhouse main room during the period of the rental with advanced permission from the Association. All set up, clean-up, and putting away of tables and chairs that are used are the sole responsibility of the renter. Costs to remedy any damages or replace missing tables or chairs will be withheld from the security deposit.**
- 8. Renter may not charge admittance to his/her guests and may not sell products or services or conduct solicitations at the SB Clubhouse.**
- 9. Renter must be a resident of the Raintree Community and in good standing on the date of booking the party and on the scheduled date of the party. Account must reflect a zero balance.**
- 10. Renter is responsible for providing their own food, drink, ice, utensils, paper products, etc.**
- 11. Food and drink may NOT be taken outside and consumed outside of the SB Clubhouse during the rental event.**
- 12. There shall be no extraordinary electrical power requirements.**
- 13. No grilling, outdoor cooking or barbecuing may be done.**
- 14. Renter MUST remove leftover food and beverages after rental period and ALL TRASH MUST BE REMOVED FROM THE PREMISES.**

15. Noise levels (especially live or recorded music), **MUST** be kept at responsible levels, especially late at night so as **NOT** to annoy residents living in the vicinity of the SB Clubhouse. There may **NOT** be music past 11:00 p.m. that can be heard outside of the building.
16. Private catering is allowed and prior arrangements **MUST** be made by the renter to facilitate early access, if necessary.
17. No gambling is permitted in the SB Clubhouse.
18. **NO SMOKING** in the building.
19. The workout gym room, card room, and rest rooms are considered public resident access areas open to all residents of Raintree at all times, including the period during which the SB Clubhouse is rented for a private party. This means that residents that are not guests of the party **MUST BE ALLOWED ACCESS** to use the workout room, card room, and rest rooms while the renter's party is in progress.
20. The Association reserves the right to terminate any rental, which, in the sole judgment of the Association, is inappropriate or results in unlawful conduct or activities which violate the rules and regulations of the Association.
21. If the renter's function is primarily for children and/or teen-agers, there must be an adequate number of adults for supervision. (At least one adult present for every 10 minors at the event under the age of 18 years of age). Failure to properly supervise minors will be grounds to terminate this agreement immediately.
22. All decorations used must be fireproof materials and approved by the Management Office. There must **NOT** be anything nailed or permanently affixed to the room. Only taped banners, paper and balloons are permitted.
23. Renter, guests, business invitee, agent, servant and employees of renter shall park all vehicles in the SB Clubhouse parking lot.

Rental Costs and Fees

24. The base charge for a minimum rental of the SB Clubhouse area shall be Five Hundred Dollars (\$500). This entitles the renter to exclusive use of the SB Clubhouse main room and the kitchen.
25. The renter must maintain a clean, safe and habitable environment. The renter shall be in control of his/her guests and invitees at all times. Extraordinary clean up will be at extra cost, billable to renter. If necessary, cleaning charges will be billed at the rate of \$50 per hour with the standard minimum being one hour.
26. An additional security deposit of Five Hundred Dollars (\$500) must be posted with the Association by the renter. Such deposit will be in the form of a separate check made payable to "Raintree Community Association" and the check will

only be for breakage and/or damage beyond ordinary wear and tear on the facility. Damages will be itemized and any balances forwarded to the renter. The Association reserves the right to assess for damages. In the case of non-damage, the deposit will be returned to the renter after a final inspection of the SB Clubhouse area by the Management Company.

- 27. It is the responsibility of the renter to check the SB Clubhouse the day prior to the party (on a weekday) and advise management of damages, spots, etc., which could result in cleaning service charges being deducted out of the security deposit.
- 28. All deposits and fees must be submitted with the complete application not less than forty-five (45) days before the rental date. A check shall be drawn to the "Raintree Community Association" for the rental.

Insurance

- 29. Renter is required to provide the Association with a certificate of insurance from their homeowner's policy indicating a minimum coverage of one million dollars (\$1,000,000) for personal liability, and three hundred thousand dollars (\$300,000) for property liability coverage. This is to ensure that the renter is properly covered against potential personal injury or property damage claims by guests, business invitees, agents, servants or employees due to negligent acts or omissions.
- 30. It is further understood that the renter, by signing this Agreement, agrees to indemnify and hold harmless: The Raintree Community Association, their respective directors, officers, agents, servants and employees from and against any liability arising directly or indirectly as a result of the matter herein authorized.

I/We agree to the above rules and fees. Upon acceptance of this Application, I/We will complete the SB Clubhouse Rental Agreement.

For: Renter

For: Raintree Community Assn.

Signature

Signature

Print Name

Print Name

Date

Date