



# Harvest Hill Clubhouse Rental Agreement

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The undersigned requests permission to rent and use the Harvest Hill Homeowners Association clubhouse (hereinafter "Clubhouse"). The undersigned is an owner of real property in the Harvest Hill community and is current on their annual dues. The undersigned wishes to use the Clubhouse on the day below.

The undersigned agrees to abide by the Harvest Hill Homeowners Association rules and policies for the Clubhouse (attached and incorporated herein as Exhibit A). It is understood that a member of the Board of Directors of the Harvest Hill Homeowners Association, Inc., or a person designated by the Board, may inspect the Clubhouse including furniture, window coverings, equipment and the area surrounding the Clubhouse, before and after use by the undersigned. The undersigned agrees to pay for any repairs or replacement resulting from their use. If not promptly paid, the Harvest Hill Homeowners Association, Inc. shall have a lien against the residence owned by owner for payment of same, which lien may be collected in same manner as yearly assessments.

The undersigned further agrees that no alcoholic beverage of any sort will be served to any minor or intoxicated person. The undersigned agrees to be fully responsible for all accidents or claims that may arise as a result of any accident, injury, or damage to person or property during the time that the undersigned has the Clubhouse rented.

The undersigned hereby releases and shall hold harmless and indemnify the Harvest Hill Homeowners Association property owners, contractors, agents, affiliates, and related entities thereof for all claims, attorneys fees, and other costs or liabilities incurred by or asserted against any of the foregoing as a result of use of the Harvest Hill Clubhouse by owner or owner's household members or guests.

The undersigned agrees to inspect the Clubhouse with a board member or designee prior to acceptance, and following cleanup (to be scheduled either immediately following use or the morning after as agreed upon), to confirm the condition of the Clubhouse in the "Checklist" (attached and incorporated herein as Exhibit B).

By: Harvest Hill Homeowners Association, Inc.

By \_\_\_\_\_  
Board Member or Designee

\_\_\_\_\_  
Harvest Hill Homeowner

\_\_\_\_\_  
Printed Name of Officer or Designee

\_\_\_\_\_  
Household Member (if applicable)

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name(s) of Homeowner & Member

Date: \_\_\_\_\_

# RENTAL AGREEMENT AND RULES FOR THE USE OF THE HARVEST HILL CLUBHOUSE

1. **Fee.**

Each Harvest Hill homeowner renting the Clubhouse will sign the Rental Agreement prior to renting the Clubhouse. The Homeowner has seven days to sign the agreement and pay the rental fee after the verbal reservation has been made. The rental fee is due at the time the Rental Agreement is signed. Furthermore, no reservation will be considered valid until all required parties sign the Rental Agreement.
2. **Rental fee.**

The Rental fee must be paid within 7 days of the date booked. If the date requested is within the 7 days, payment is due immediately. The rental fee is \$130.03 payable via the HOA Website. No prorating is available.
3. **Security Deposit fee.**

In addition to the rental fee, at the time of the acceptance inspection, \$25 Check in/out fee and a \$200.00 security deposit will be collected. Both the Check in/out fee and deposit will be given in cash to the Harvest Hill HOA Board Member or Designee. Upon completion of the checkout inspection, if the Clubhouse is in acceptable order, as determined by the Harvest Hill HOA Board Member or Designee, the security deposit will be returned.
4. **Cleaning/Damage fee.**

In addition to the rental fee, a cleaning/damage fee may be assessed to the renting homeowner if the Clubhouse is not left in a clean/undamaged condition.
5. **Cancellation of Reservation.**

In the event of a cancellation less than 30 days from the reservation date, the HOA retains the rental fee, unless the date is rebooked. If cancellation is more than 30 days, a full refund will be issued.
6. **Smoking.**

No smoking is permitted within the Clubhouse at any time.
7. **Assessments current.**

The Clubhouse is not available for rental to any homeowner if the Harvest Hill homeowner's assessments and other sums due to the Association by the owner are not current.
8. **Owner as host.**

Only a homeowner or immediate family members of homeowners may reserve the Clubhouse. The Harvest Hill homeowner must be present at all times at the function for which the Clubhouse is rented and must be the primary host of the event. Homeowners or household members may **not** reserve the area on behalf of a third party.
9. **Music.**

Music, and/or any other noise, must be kept at a level that it cannot be heard in the surrounding homes in the area. The renter of the Clubhouse will be responsible for seeing that there are no loud noises from the guests either coming to or leaving the function at the Clubhouse.
10. **Clean up of Clubhouse.**

The Harvest Hill homeowner who rents the Clubhouse will be responsible for cleaning the Clubhouse and any other area used, including all equipment and furniture along with the lawn area surrounding the Clubhouse, immediately after the function ends.

11. **Damage.**  
The Harvest Hill homeowner will be responsible for the repair or replacement of any damage done to the Clubhouse.
12. **Key.**  
Key access to the club house is by digital code assigned to the renter for a given rental period. Key codes will be sent to the renter before their reservation.
13. **Assumption of risk.**  
The Harvest Hill homeowner will assume full responsibility for any and all accidents or claims that may arise as a result of any accident or for any other reason in connection with the function or rental of the Clubhouse by the owner and said owner shall agree to hold harmless per the indemnity provisions contained in the Rental Agreement to which these rules are attached.
14. **Heat/ Air conditioning.**  
The Thermostat is controlled by nest software and will automatically return to the correct temperatures once the renter leaves. To adjust the temperature run your finger along the right side of the thermostat (the device does not spin).
15. **Lock doors/ Windows.**  
The Harvest Hill owner or tenant will lock the doors and windows when the function is over.
16. **City codes.**  
All applicable county and fire codes apply.
17. **Occupancy limit.**  
No more guests than the fire code permits (presently 63) are allowed at any function.
18. **Violation.**  
Violations of these rules will be determined by the Harvest Hill Board of Directors in their sole discretion. Violations will subject the homeowner to any corrective or enforcement action authorized by the Association's governing documents or by-laws.
19. **Hours.**  
All functions must end by 12:00 a.m. on weeknights and by 4:00 a.m. on Friday or Saturday nights.
20. **Tape.**  
Blue painters tape is the only tape allowed. You MAY NOT use any other tape, thumbtack, tack, stickpin or any other method other than blue painter tape to hang items.

Rules reviewed and noted:

By: \_\_\_\_\_  
Board Member or Designee

\_\_\_\_\_   
Harvest Hill Homeowner

# HARVEST HILL CLUBHOUSE CHECKLIST

<u>Item</u>	<u>Check-in condition</u>	<u>Check-out condition</u>
FLOORS/CARPET (Vacuumed, free from stains)	_____	_____
SINKS/CABINETS	_____	_____
APPLIANCES (Free from debris, Fridge emptied)	_____	_____
CEILING (Free from damage to panels)	_____	_____
OVERHEAD LIGHTS	_____	_____
WINDOWS/LEDGES (Wiped out/free from smudges)	_____	_____
PICTURES/LAMPS (Undamaged and all accounted for)	_____	_____
FRONT/BACK DOOR (Free from smudges and finger prints)	_____	_____
BATHROOMS (Mirrors, garbage empties, counter/sink wiped off, toilets cleaned, floors mopped)	_____	_____
WALLS/PAINT (No tape-blue painters tape only, clean smudges)	_____	_____
FURNITURE (No damage, TV free of smudges)	_____	_____
EXTERIOR/LAWN (Free of trash, cigarette butts, bottles, grill cleaned out, etc)	_____	_____
OTHER	_____	_____

Check-In Signatures \_\_\_\_\_

Board Member or Designee	Harvest Hill Homeowner
Date: _____	Date: _____

Check-Out Signatures \_\_\_\_\_

Board Member or Designee	Harvest Hill Homeowner
Date: _____	Date: _____

\$\_\_\_\_\_ Rental Fee Received

\_\_\_\_\_  
Signature of Officer or Designee receiving fee