

Date/Time for walk thru _____

GLENSHIRE DEVONSHIRE RESIDENTS ASSOCIATION FACILITY RENTAL AGREEMENT

Name: _____ Cell Phone: _____

Address: _____ Email: _____

Member Unit #: _____ Lot #: _____

Type of Function: _____ Group Size: _____ (100 Max)

Date of Rental: _____

Time: Start: _____ am/pm Finish: _____ am/pm Total Hrs: _____

**Please consider setup and cleanup as part of your rental time.*

Also as a courtesy to our neighbors clubhouse lights need to be turned off and clubhouse doors locked by 10:00 p.m.

Please note that during Glenshire Pool season, no start time can be before 6pm.

	<u>Occupancy</u>	<u>Fee Per Hour</u>	<u>Deposit</u>
Members - Private	100	\$30	\$500
Public 501(c)(3)-Non Profit	100	\$25	\$300
BBQ Gazebo	50	\$20	\$100

Special rates must be arranged with the General Manager. Staff charges of \$25 per hour are not included, and may be an additional cost depending on the time and size of the function.

Rental charge \$ _____ Deposit charge \$ _____

Cleaning charge \$ _____ Total charges \$ _____

required for large parties @\$100 min

Please check the following items that will occur at the function:

Stereo Music _____ Live Music _____ Decorations _____

Food Catered _____ Food by Renter _____ Liquor _____

Beer _____ Wine _____

Other set up information: _____

THIS AGREEMENT, made this _____ day of _____, 20____, by and between GLENSHIRE/DEVONSHIRE RESIDENTS ASSOCIATION, INC., hereinafter referred to as "THE ASSOCIATION," and applicant as noted above under applicant information, hereinafter referred to as "Renter."

The Association, as the owner of certain real property commonly known as the GLENSHIRE/DEVONSHIRE RESIDENTS ASSOCIATION CLUBHOUSE, Truckee, California, and items of personal property, hereby agrees to rent said Clubhouse facility to Renter under the following terms:

Glenshire facilities are available to rent to Glenshire Devonshire Property owners that Association dues are current, have no outstanding fines or assessments, property is in compliance and is in good standing.

1. **Smoking is prohibited on all GDRA common area including in clubhouse facilities and land owned by GDRA on which the clubhouse is located.**
2. **Alcoholic beverages may not leave the clubhouse or deck areas. No drinking on the front deck, ramp, lawn or parking lot.**
3. All vehicles must stay in paved parking area and may only park in loading / unloading / fire lane area to load or unload equipment.
4. All music must be contained inside the clubhouse after 9 p.m.
5. No parking or driving on walkways or lawns.
6. No glass allowed outside or on any deck.
7. Pool and tennis courts are not included in the rental agreement.
8. All damages must be disclosed immediately to staff or documented on check out form.
9. All cleaning must be performed immediately following event, leaving both indoor and outdoor used areas in same condition as at beginning of rental period.
10. Snow removal is performed by the Association daily at 8 a.m. Snow removal during facility rental period is the responsibility of Renters.
11. **Rental period is for the date and time as mentioned under rental information above. The rental period shall be defined by door open to door**

closed and shall include set up and tear down time, if required.

12. Renter agrees to post a cleaning and security deposit pursuant to amounts listed on page one of this Agreement, concurrently with the execution of this Agreement. This cleaning and security deposit is refundable if the premises are returned to the Association free of damages and adequately cleaned in the opinion of the Association staff. In the event that the premises are damaged or premises are not cleaned after use, the Association shall retain from deposit such actual sums expended to repair the damage or to clean the premises and remainder shall be returned to the Renter. **Cleaning fees may be charged at \$75 per hour.** If the damage exceeds the sum of the deposit, the Renter shall be financially responsible for all such damages and the provisions of the paragraph are "NOT" to be construed as limiting the financial responsibility of the Renter to the deposit amount. **Renter please initial here if desire return of deposit check (if no damages) x _____.** **Otherwise Renter agrees to have deposit check shredded by Association.**
13. Renter agrees to pay the Association the above sum of money as consideration for the use of the premises and facilities. There will be a \$20 charge for all returned checks.
14. A Certificate of Insurance may be required in the amount of \$300,000.
15. The Association shall be allowed to require a representative be present during the Renter's use. This shall not preclude the renters responsibility of any rules listed in this agreement.
16. **Owner is required to be in attendance at all times and agrees to be responsible for actions of all guests, invited or not.**
17. Failure to comply with the request or instruction of the Glenshire Residents Association staff may result in immediate expulsion from the facility and/or forfeiture of fees and/or deposits.
18. GDRA facilities may not be rented for commercial purposes. This excludes 501(c)3 nonprofit organization fundraisers with GDRA management approval.
19. Renter agrees to cancellation policy and charges. The cancellation policy is a \$25 charge for functions cancelled with a 14 day notice and \$50 charge for functions cancelled less that 14 days.
20. The Association shall not be responsible for injuries or damages occurring to Renter or the Renter's guests, as a result of the Renter's or guest's own negligence, in any degree whatsoever, and Renter further agrees to hold harmless the Association from all damages incurred by the Association by reason of the Renter's or the Renter's guest's own negligence, in any degree whatsoever, and further agrees to

defend the Association from all actions brought against the Association for damages for injuries sustained by the Renter or the Renter's guest.

21. In the event that either party hereto shall commence any legal action or proceeding, for enforcement of the foregoing Agreement, the party prevailing in said action will pay a reasonable attorney's fee to be fixed by the Court. As used herein, the "party prevailing" means the party in whose favor final judgment is rendered.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

GLENSHIRE DEVONSHIRE RESIDENTS ASSOCIATION, INC.,
15726 Glenshire Drive
Truckee, CA 96161

Office: 530-587-6202 Fax: 530-587-7045

Renter: _____

Date: _____

Staff: _____

Date: _____

STAFF ONLY

RENTAL FEE PAID DATE _____

DEPOSIT FEE DATE PAID _____

CHECK# _____

CHECK # _____

RECVD BY _____

DATE _____