

Unit/Lot# _____

Date/Time for walk thru _____

**GLENSHIRE DEVONSHIRE RESIDENTS ASSOCIATION
FACILITY RENTAL AGREEMENT**

Name: _____ Cell Phone: _____

Address: _____ Email: _____

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

Date of Rental: _____

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

Please include setup and cleanup as part of your rental time. We will charge if you arrive before your start time.

Lights need to be turned off and clubhouse doors locked by 10:00 p.m no exception.
During Glenshire Pool season, no start time can be before 6pm.

<u>Rates:</u>	<u>Occupancy</u>	<u>Fee /Hour</u>	<u>Deposit*</u>
Members - Private	100	\$35	\$500
Public 501(c)(3)-Non Profit	100	\$30	\$300
BBQ Gazebo	50	\$20	\$100

***Separate check for deposit requested made out to GDRA.**

*Special rates must be arranged with the General Manager. Staff charges of \$35/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 \$125 min

Welcome to the Glenshire Clubhouse!

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. No parking or driving on walkways or lawns.
4. All music must be contained inside the clubhouse after 9 p.m.
5. No glass allowed outside or on any deck.
6. Barbecues @ clubhouse rentals allowed on concrete area at front flag pole ONLY.
7. Use of painters tape only is allowed to attach decorations to walls, beams or glass doors. NO staples, nails or tacks please.
8. This rental agreement is limited to the Clubhouse only and does not include any other HOA amenity or property.
9. All damages must be disclosed immediately to staff or documented on check out form.
10. **Renter will be charged \$35 when tables and/or chairs are not put back in the correct locations, and charged \$70 minimum for floor cleaning not performed satisfactorily.**

11. All cleaning must be performed immediately following event.
12. Snow removal is performed by the Association daily at 8 a.m. Snow removal during facility rental period is the responsibility of Renters.
13. **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 cleaning time, if required.**
14. 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.**
15. 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..
16. 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.
17. **Renter is required to be in attendance at all times and agrees to be responsible for actions of all guests, invited or not.**
18. 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.
19. GDRA facilities may not be rented for commercial purposes. This excludes 501(c)3 nonprofit organization fundraisers with GDRA management approval.
20. 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 than 14 days.

21. 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.

22. 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.

23. A Certificate of Liability Insurance may be required in the amount of \$1,000,000 minimum, and will be required by all Non-profits and businesses. The certificate of Insurance shall list Glenshire Devonshire Residents Association, Inc. at address below as "Additional Insured".

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

Renter: _____

Date: _____

Staff: _____

Date: _____

STAFF ONLY

RENTAL FEE PAID DATE _____

DEPOSIT FEE DATE PAID _____

CHECK# _____

CHECK # _____

RECVD BY _____

RECVD BY _____