

Unit/Lot# _____
Date/Timewalk thru _____

**GLENSHIRE/DEVONSHIRE RESIDENTS' ASSOCIATION
FACILITY RENTAL AGREEMENT**

Name: _____ Cell Phone: _____

Address: _____ Email: _____

Type of Function: _____ Group Size: _____ (60 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 (Members Only):</u>	<u>Fee /Hour</u>	<u>Deposit*</u>
Private Event	\$50	\$750
501(c)(3) Non Profit	\$40	\$600
BBQ Gazebo or Pool Pavillion	\$25	\$100
Weddings	\$75	\$1,000

***Separate check for deposit requested made out to GDRA. Includes re-key charge for lost keys**

*Special rates must be arranged with GDRA Staff. Staff charges of \$50/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 (50+people) \$220 minimum

Weddings \$500 minimum

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 Devonshire 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. Only battery operated or flameless candles allowed.
7. Barbecues @ clubhouse rentals allowed on concrete area at front flag pole ONLY.
8. Use of painters tape only is allowed to attach decorations to walls, beams or glass doors. NO staples, nails or tacks please.
9. This rental agreement is limited to the Clubhouse only and does not include any other HOA amenity or property.

10. All damages must be disclosed immediately to staff or documented on check out form.
11. **Renter will be charged \$75 when tables and/or chairs are not put back in the correct locations, and charged \$200 minimum for floor cleaning not performed satisfactorily.**
12. All cleaning must be performed immediately following the event.
13. Snow removal is performed by the Association daily by approximately 8:30 a.m. Snow removal during the facility rental period is the responsibility of Renters.
14. **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.**
15. 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 the Association.
16. 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.
17. 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.
18. **Renter is required to be in attendance at all times and agrees to be responsible for actions of all guests, invited or not.**
19. 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.
20. GDRA facilities may not be rented for commercial purposes. This excludes 501(c)3 nonprofit organization fundraisers with GDRA management approval.

21. Renter agrees to the cancellation policy and charges. The cancellation policy is a \$40 charge for functions canceled with a 14 day notice and \$75 charge for functions canceled less than 14 days.

22. GDRA reserves the right to cancel the reservation for any unforeseen events, including Covid.

23. Renter shall indemnify, defend, and hold the Association, its officers, directors, employees, and agents ("Released Parties") harmless from any and all claims, suits, demands, or causes of actions, including attorney's fees and costs relating without limitation to claims or damages relating to personal injury, wrongful death, or property damage, or arising out of or relating to the use and enjoyment of the GDRA facilities during or related to the event by the Renter and his or her guests or invitees. This indemnification shall extend to, and include, any and all costs, attorneys' fees, expenses, and liabilities incurred by any of the Released Parties in defense of any such claims, suits, demands, or causes of action. Additionally, it is understood and agreed that the Released Parties are not responsible for any loss, claim, or damage incurred with respect to any lost, stolen, or damaged automobile, personal property, money, or other valuables brought to the GDRA facilities or left on the premises and each user of the GDRA facilities pursuant to the Agreement hereby expressly assumes all risks and full financial responsibility for any such loss or damage, however caused.

24. 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 be awarded its reasonable attorney's fees and costs to be fixed by the Court. As used herein, the "party prevailing" means the party in whose favor final judgment is rendered.

25. A Certificate of Liability Insurance may be required in the amount of \$1,000,000 minimum, and will be required by all individuals, entities, Non-profits and businesses. **The certificate of Insurance shall list Glenshire Devonshire Residents Association, Inc. at address below as "Additional Insured". Renter is required to sign GDRA General Release and have all Guests sign same GDRA Release.**

26. Renter agrees to ensure that Renter and Renter's Guests comply the Association's governing documents, as well as with all laws, ordinances, rules, and regulations that affect the use of the GDRA facilities, including but not limited to those relating to safety. This includes all requirements of the Association, County, State or Federal government related to COVID-19.

27. In addition to the foregoing, Renter agrees to ensure that Renter and Renter's guests wear face coverings covering their nose and mouth at all times when indoors at the GDRA facilities, except when actively eating or drinking.

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

THE 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 _____

The Glenshire/Devonshire Residents' Association, Inc. ("Association")
RELEASE OF CLAIMS AND ASSUMPTION OF RISK – COVID-19 and GENERAL

A. RISKS OF EXPOSURE COVID-19: The COVID-19 pandemic is a worldwide risk to human health. The virus that causes COVID-19 is highly contagious and has a mortality rate many times greater than the common flu and can easily and exponentially spread. While people of all ages are at risk of contracting COVID-19, the Centers for Disease Control and Prevention has concluded that persons with compromised immune systems and older persons may be at particular risk.

B. PUBLIC HEALTH ORDERS: C.In response to the COVID-19 global health emergency, the State of California imposed restrictions on the operation of businesses and activities throughout California. Public health officials have also given strong recommendations for all persons to wear face coverings (masks) while indoors, and to take other precautions to avoid getting infected with COVID-19 or infecting others.

C. RELEASE OF CLAIMS: The undersigned, on my own behalf and on behalf of my heirs, personal representatives, successors, and assigns, for and in consideration of the opportunity to use the **Recreational Facilities**, consisting of all Common Area of the Association, including without limitation, the clubhouse, pool area, tennis courts, playground, playground equipment, swimming pool facilities, spas, buildings, ponds/lakes, creeks, decks, walkways, facilities, restrooms, equipment, machinery, chairs, benches, tables, fences, trails, open spaces, parking lots and/or other facilities and equipment, as well as swim lessons and other classes offered at such facilities (collectively, "**Recreational Facilities**"), which is operated by the Association, its officers, directors, employees, facilitators, instructors, trainers, staff, and agents ("**Released Parties**") releases and holds harmless **Released Parties** from any and all claims, demands, rights, and causes of action of any kind whatsoever which I now have or later may have against **Released Parties** in any way resulting from, arising out of, or in connection with the performance of their duties and my use of and participation in the **Recreational Facilities**.

This Release extends to any and all claims I have or later may have against **Released Parties** resulting from or arising out of their performance of their duties, whether or not such claims result from negligence on the part of any or all of **Released Parties** with respect to the **Recreational Facilities** or with respect to the conditions, qualifications, instructions, rules, or procedures under which **Recreational Facilities** are operated or from any other cause, as well as claims arising from **Recreational Facilities** and equipment and items therein.

I UNDERSTAND AND AGREE NOT TO SUE ANY OR ALL OF THE **RELEASED PARTIES** FOR ANY INJURY, ILLNESS, OR DEATH RESULTING TO MYSELF OR OTHERS ARISING FROM OR IN CONNECTION WITH THE PERFORMANCE OF THEIR DUTIES IN OPERATING **RECREATIONAL FACILITIES** OR USING **RECREATIONAL FACILITIES**.

D. ASSUMPTION OF RISK: I am voluntarily using **Recreational Facilities** and I expressly agree to assume the entire risk of any accidents, personal injury, sickness, infection, or illness, including death, which I may sustain to my person or property as a result of my use of **Recreational Facilities**, including risks associated with the facilities, equipment, and any negligence (except willful neglect) on the part of any or all of **Released Parties** in performing their duties.

The Glenshire/Devonshire Residents' Association, Inc. ("Association")
RELEASE OF CLAIMS AND ASSUMPTION OF RISK – COVID-19 and GENERAL

I agree to comply with all rules and restrictions **Released Parties** impose regarding the use of **Recreational Facilities** and equipment. I agree to conduct myself in a controlled and reasonable manner at all times and to refrain from using **Recreational Facilities** and its equipment in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that **Released Parties** may not provide supervision, instruction, or assistance for the use of **Recreational Facilities**. I understand, acknowledge, and agree that the use of equipment and facilities in **Recreational Facilities** is voluntary and involves risk of serious injury; sickness; infection; illness, including permanent disability or death; property damage; or other injury. I understand and agree that **Released Parties** are not responsible for property that is lost, stolen, or damaged while in, on, or about **Recreational Facilities**.

E. USER OBLIGATIONS. I am voluntarily using **Recreational Facilities**. I acknowledge **Recreational Facilities** may not have been cleaned or sanitized prior to my entry or use of **Recreational Facilities**. I agree to take all necessary precautions to protect myself, members of my household, guests, and others from the spread of COVID-19, including, but not limited to, the following:

1. Following all federal, state, and local laws, public health orders, and public health guidance even though they may change, and including laws, orders, and guidance that are no longer mandatory.
2. Exercising health mitigation measures, including, but not limited to, wearing a face covering and maintaining social distance, care to protect myself, and assessing my own risks by considering my age; underlying health conditions; recent travel; possible exposure to COVID-19; doctor's recommendations; and federal, state, and local recommendations and guidance. I agree and understand that it is my responsibility to evaluate the risks and protect myself.
3. I understand that accessing and using **Recreational Facilities** for any purpose may be dangerous or unsafe and could expose me or others to COVID-19.
4. I represent that, to the best of my knowledge, I am not currently afflicted with and within the last seven (7) days have not knowingly been in contact with someone afflicted with COVID-19; I am not experiencing a fever or signs of respiratory illness such as cough, shortness of breath, difficulty breathing, or other COVID-19 symptoms; and I understand that persons may have COVID-19 and: (a) not exhibit symptoms, (b) not be aware that they have it, or (c) may not voluntarily agree to disclose their condition.
5. I will inform the Association if, after the date this document is signed, there is a change in my health condition or knowledge that potentially puts others at risk or invalidates the representations made in this release.

F. INDEMNIFICATION. I shall indemnify, defend, and hold **Released Parties** harmless from all claims, actions, liabilities, and damages, including attorneys' fees and litigation costs (collectively, "Claims") relating to the use of **Recreational Facilities** by members of my household, including any dependents, minors, and guests, and myself.

The Glenshire/Devonshire Residents' Association, Inc. ("Association")
RELEASE OF CLAIMS AND ASSUMPTION OF RISK – COVID-19 and GENERAL

BY SIGNING THIS RELEASE, I CERTIFY THAT I HAVE READ THIS RELEASE OF CLAIMS AND ASSUMPTION OF RISK AND FULLY UNDERSTAND IT AND THAT I AM NOT RELYING ON ANY STATEMENTS OR REPRESENTATIONS MADE BY THE RELEASED PARTIES AND AGREE TO THESE TERMS AND CONDITIONS. I AGREE THAT IF ANY PORTION IS HELD INVALID, THE REMAINDER WILL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

Property Address for all Names listed on this Release (USE SEPARATE RELEASE IF ANY PERSON RESIDES AT A SEPARATE ADDRESS):

Address for All: _____

Adult Full Name: _____

Signature: _____

Date: _____

Adult Full Name: _____

Signature: _____

Date: _____

Adult Full Name: _____

Signature: _____

Date: _____

I, THE UNDERSIGNED PARENT AND/OR LEGAL GUARDIAN, CERTIFY THAT I HAVE READ THIS RELEASE OF CLAIMS AND ASSUMPTION OF RISK AND FULLY UNDERSTAND IT AND THAT I AM NOT RELYING ON ANY STATEMENTS OR REPRESENTATIONS MADE BY THE RELEASED PARTIES AND AGREE TO THESE TERMS AND CONDITIONS ON BEHALF OF MYSELF AND MY MINOR CHILD LISTED BELOW. I AGREE THAT IF ANY PORTION IS HELD INVALID, THE REMAINDER WILL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

Full Names of Minor Children: _____

Signature of Guardian/Parent: _____

Full Name of Guardian/Parent: _____

Date: _____