

Havasu Garden Association
2563 N. Kiowa Blvd.
Lake Havasu City, AZ 86403

CLUBHOUSE RENTAL AGREEMENT

FOR A RENTOR WHO DOES NOT OWN PROPERTY IN HAVASU GARDEN ESTATES

This agreement is between the Havasu Garden Association, Inc. (HGA) and the undersigned Renter.

All reservations are subject to the approval of the HGA Board of Directors.

Reservations for use of the HGA Clubhouse are made on a first-come, first-served basis up to ninety (90) days in advance of the date of planned use. Reservations are for exclusive use of the clubhouse only. The pool must remain open and available to all members of the HGA.

The HGA reserves the right to refuse or cancel a reservation for any reason. Such cancellations might occur, for example, if the Clubhouse suffers damage or system failure that cannot be repaired in time for the scheduled use or if the HGA has a need to use the Clubhouse for an official purpose. In the event of such cancellation by the HGA, the rental fee will be returned to the Renter.

For the time of the scheduled use, the Renter has the exclusive use of the Clubhouse as well as the use of the parking lot.

The Renter must pay the day-use rental fee of \$250 at the time the reservation is made.

Cleaning Deposit - A check in the amount of \$250 must be submitted with this reservation form. These funds will be held by the HGA and refunded after the event if the clubhouse is found in a clean condition. If professional cleaning is required, the Cleaning Deposit will be used for cleaning costs—the balance to be refunded to the Renter. Cleaning costs that exceed the amount of the deposit may incur legal action to recover those costs.

Clubhouse Damage – The Renter is liable for any clubhouse damage or loss and may incur legal action to recover those costs.

RULES OF USAGE

- (1) Renter agrees to assume 100% responsibility for conduct of himself and his guests.
- (2) Renter agrees to be present during entire time of actual usage.
- (3) Renter agrees to limit the number of guests to no more than two hundred (200) persons.
- (4) Renter agrees to permit NO SMOKING inside the Clubhouse.
- (5) Renter agrees to end usage by 11 p.m. on Sunday-Thursday or midnight on Friday and Saturday. Special Exceptions require prior written approval by the Board of Directors.
- (6) Renter agrees to follow the following Clubhouse clean-up procedures:
 - a. Seal all trash in plastic bags and remove from premises.
 - b. Clean tables and chairs and re-stack chairs.
 - c. Wipe up any spills and crumbs, including inside the refrigerator.
 - d. Clean the Clubhouse so that it is left at least as clean as it was prior to scheduled use. Renter must sweep, mop, vacuum, etc., as necessary.
 - e. Remove all food and drink items as well as all personal items brought into the Clubhouse.

- f. Renter agrees to turn off the air-conditioning / heat (at the thermostat) and turn off the lights at the end of use.
- g. Renter agrees to leave the Clubhouse locked and to return the keys to a Board member or Officer.

(7) Renter agrees to notify the Board of any problems encountered and any damage to the Clubhouse and/or grounds caused during his use. Renter agrees to pay for the costs to repair all damage that occurs during his use.

(8) Renter agrees by signing this agreement that Renter has been legally notified that the above fees, fines, and charges will be assessed under the conditions specified. Renter further agrees additional notice is redundant and unnecessary and consequently waives all rights to a separate notice mailed by certified mail. Renter may request a hearing before the Board within thirty (30) days of the posting of any fee, fine, or charge to Renter's account as a result of this rental.

(9) [INSERT INSURANCE COVERAGE INFORMATION]

I wish to reserve the Clubhouse for the following date and time:

DATE _____

TIME _____

The purpose of use is: _____

The number of guests that I plan to have is _____ (maximum is 200)

I am a HGA Renter in good standing and am at least 18 years of age.

I assume FULL RESPONSIBILITY FOR THE ACTIONS OF MYSELF AND EACH OF MY GUESTS during the course of the use, including all claims of damages to any property or injuries to anyone caused by my guests or me. I agree to indemnify and hold harmless the HGA for all such claims. I have read, understand, and agree to the above terms and rules.

Renter's signature _____

Renter's printed name _____

Today's date _____

Renter's HGA address _____

Renter's home phone _____

Renter's other phone _____

Renter's email address _____

Deposit Money Order and Use fee received by _____

HGA Contact - Peg Haynes - (928) 453-9118