

HAVASU GARDEN ASSOCIATION, INC.
P.O. Box 5533
Lake Havasu City, AZ 86404-5533

CLUBHOUSE RESERVATION/RENTAL AGREEMENT
For a RENTER who does not own property in Havasu Garden Estates

This agreement is between Havasu Garden Association, Inc. (hereinafter "HGA"), and the undersigned renter of property in Havasu Garden Estates (hereinafter "Renter").

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

Reservations for the use of the HGA Clubhouse are made on a first-come, first-serve 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. For example, a cancellation might occur 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 any 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 and the parking lot ONLY. The pool must be available for HGA members.

A day-use rental fee of Two Hundred Fifty and no/100 Dollars (\$250.00) must be paid by Renter at the time the reservation is made. **These funds are non-refundable.** Any cleaning costs that exceed this amount, if not timely paid, will be assessed to the balance of the Homeowner's dues. Nonpayment of any overage may incur legal action for recovery of same.

Clubhouse Damage – The Renter is liable for any Clubhouse damage or loss. An itemization of the amount of any such damage or loss will be delivered to the Renter and, if not timely paid, will be assessed to the balance of the Homeowner's dues. Nonpayment of any damage may incur legal action to recover those costs.

RULES OF USAGE

1. Renter agrees to assume 100% responsibility for conduct of all parties.
2. Renter agrees to be present during the 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 there will be **NO SMOKING** inside the Clubhouse; smoking permitted in the designated area outside of Clubhouse only.
5. Renter agrees to end usage by 11 p.m. on Sunday-Thursday or midnight on Friday or Saturday. Special Exceptions require prior written approval by the Board of Directors.
6. Renter agrees to 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.

- e. Renter must sweep, mop, vacuum, etc., as necessary.
 - f. Remove all food and drink items as well as all personal items brought into the Clubhouse.
 - g. 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 contact a Board member or officer to return key.
7. Renter agrees to notify the Board of any problems encountered and any damage to the Clubhouse and/or grounds caused during its use. Renter agrees to pay for the costs to repair all damage that occurs during use.
 8. By signing this agreement, Renter agrees he/she 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 Owner's account as a result of this rental.
 9. _____
(Insert insurance coverage information; i.e. name of insurance company, policy and agent)

I WISH TO RESERVE/RENT THE CLUBHOUSE FOR THE FOLLOWING DATE AND TIME:

Date: _____ Time _____ am/pm To _____ am/pm

Purpose of usage is: _____

Number of guests expected _____ (Maximum is 200)

I assume FULL RESPONSIBILITY FOR THE ACITONS OF ME AND EACH OF MY GUESTS during the course of the use, including all claims of damages to any property and/or person(s). 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: _____ Lot No. _____

Renter's Email Address: _____ Renter's home phone: _____

Renter's Phone Number: _____ (home) _____ (other/cell).

DEPOSIT and use fee received by _____

HGA Contact: ~~Peg Haynes~~ (707) 615-2541
(928) 453-9118
MAGGIE HICKSON