



River's Run
Homeowners' Association

River's Run/River's Mist Recreational Center Agreement

Property Address: _____

Owner: _____

Tenant (*if applicable*): _____

Party requesting use of the Recreational Center: _____

I, _____ (hereafter "Renter"), request the use of the Recreational Center at 1802 Butterfly Lane, River's Run/River's Mist ("RR/RM"), on _____ from _____ to _____ for _____ ("Scheduled Event") and agree to a deposit of _____ and a usage fee of _____ for the cost of the rental. I understand that the deposit will be returned, less deductions permitted below, within five (5) days following the date of rental. I also understand that should damages exceed the deposit, the Owner and Tenant will be jointly and severally liable for any extra expenses. Recreational Center privileges for the Owner and Tenant will be suspended pending full reimbursement of any monies owed.

EXECUTION OF THIS DOCUMENT IMPLIES CONSENT BY THE RENTER OF THE FOLLOWING RULES:

This Agreement is for the Recreational Center Only: this Agreement does not grant rights of use or exclusive rental of the pool and pool facilities.

\$15.00 per hour for rental of the conference room from 8 am to 10 pm, with a \$150.00 deposit.

\$20.00 per hour for rental of the breezeway from 8 am to 10 pm, with a \$150.00 deposit. During pool season, the breezeway is only available for rent before or after normal pool hours.

\$30.00 per hour for rental of the conference room and breezeway from 8 am to 10 pm, with a \$150.00 deposit. During pool season, the breezeway is only available for rent before or after normal pool hours.

If damages to the Recreational Center or surrounding facilities and area exceed the \$150.00 deposit, the undersigned Owner and Tenant are jointly and severally liable for any additional costs necessary to bring the Recreational Center or surrounding facilities and area to their original condition prior to rental.

Each Owner or Tenant using the Recreational Center for social functions is expected to respect the use rights of other residents of the River's Run/River's Mist community. This includes, but is not limited to, ingress and egress to the exercise room and related facilities.

ALCOHOLIC BEVERAGES ARE NOT PERMITTED IN, NEAR OR AROUND THE RECREATIONAL CENTER, POOL AREA, PARKING LOT, AND SURROUNDING PROPERTY.

SMOKING OR VAPING IS NOT PERMITTED IN, NEAR OR AROUND THE RECREATIONAL CENTER, POOL AREA, PARKING LOT, AND SURROUNDING PROPERTY.

The Recreational Center may not be rented or used past 10 pm without payment of additional fees and explicit approval from the Board.

Owners and Tenants must be current in their maintenance fee payments and have no outstanding Deed Restriction Violations in order to rent the Recreational Center.



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The Renter must be present during the length of the party or function.

It is the Owner or Tenant's responsibility to clean the Recreational Center after their party the same day/evening they have leased the Recreational Center. This includes placing garbage and any decorations in the appropriate bins. Also, the floor must be cleaned of all accidents, spills and party debris. After inspection by a River's Run HOA Director or Designee, the deposit will be returned less the cost to repair damage and cleaning fees.

All music, inside or outside, must not be heard from the street.

If a Renter abuses any of the above rules, the Board may immediately shut down and terminate the Scheduled Event. In such situations, no notice of violation, default or breach shall be required, and the Scheduled Event will immediately end. In addition, all future rental privileges for the Renter and Owner may be denied by the Board of Directors. A determination regarding abuse or violation of the above rules shall be made by the Board in its sole and absolute discretion.

Set up and clean-up is restricted to the day of the function only. The Renter is permitted 1 hour prior to the function for set up and 30 minutes after the function for clean-up. VIOLATION OF THIS RULE WILL AUTOMATICALLY CAUSE FORFEITURE OF THE DEPOSIT.

The undersigned Tenant and Owner agree to indemnify and hold River's Run HOA, its directors, officers, employees and agents harmless from all liability and claims arising out of or in any way attributed to the use of the Recreational Center by the undersigned Renter, his/her family, guests, tenants, visitors, children, and invitees, including all claims of bodily injury or property damage, or whatever nature and whatever kind, regardless of whether River's Run HOA, its directors, officers, employees or agents, was negligent.

Owner

Date

Tenant

Date

Director

Date

Rental Received _____

Check # _____

Deposit Received _____

Check# _____