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RESIDENT
TWO RIVERS LODGE COMMUNITY CENTER
USE AND RENTAL AGREEMENT

This agreement is made this ___ day of _____, 20____ by and between the Two Rivers Homeowners Association and _____ (hereinafter “renter”), whereas Two Rivers Homeowners Association is the owner of certain premises and facilities located as follows: Lot 2, Block 8, Two Rivers Subdivision in Eagle, ID commonly known as **261 W. Island Woods Drive** and whereas, renter desires to have the temporary, exclusive use of these premises on _____, as follows.

(Please circle the appropriate reserve time below).

Nature of Function: _____ Number of Guests: _____

MAXIMUM OCCUPANCY ALLOWED IS 113

**A Resident must be in good standing. Good standing requires dues current, and no unresolved CC&R infractions. The homeowner/resident must be present for the entire time of rental and sign the rental contract. The resident will be responsible for the conduct of their guests.*

****Residents in Good Standing Only: 50 people or less, 3 hour block anytime during the week from Sunday 4pm through Friday 2pm excluding holidays **** (New Years, Memorial Day Weekend, Memorial Day, Fourth of July, Labor Day Weekend, Labor Day, Thanksgiving and Christmas): ****\$25 + 6% sales tax and a \$200 cleaning deposit. A total of \$226.50****

*****Short Notice Winter Rate: From October 1 – March 30 Homeowners may rent the clubhouse at a short notice winter rate of \$50.00 for a Half Day Rental (\$50) 7am – 2pm or 4pm -12 am, or a Full Day Rental (\$100). This winter rate can only be made starting two weeks prior to the desired rental date, and is only available from Oct 1 – March 30. \$50 or \$100 + 6% sales tax and a \$200 cleaning deposit. A total of \$253.00 or \$306.00*****

<u>RESERVE TIME</u>	<u>RESIDENT RATE</u>
All day	\$503.50 (\$475.00 + \$28.50 (6%) Sales Tax)
7am - 2pm	\$185.50 (\$175.00 + \$10.50 (6%) Sales Tax)
4pm - 12am	\$397.50 (\$375.00 + \$22.50 (6%) Sales Tax)
**3 Hours*	**\$26.50* (\$25.00 + \$1.50 (6%) Sales Tax)
***SN Winter Half Day	***\$53.00 (\$50.00 + \$3.00 (6%) Sales Tax)
***SN Winter Full Day	***\$106.00 (\$100.00 + \$6.00 (6%) Sales Tax)
<u>From</u>	<u>To</u>

In addition to the rental fee listed above there is a \$500 cleaning and damage deposit which will be refunded as outlined below.

(Please make all checks payable to the: Two Rivers HOA)

Reservations are made on a first come, first served basis. The reservation occurs upon receipt of the rental fee with sales tax, cleaning deposit check and Certificate of Insurance. **There are no verbal “holds”.**

Two Rivers Homeowners’ Association does hereby license and authorize renter to have temporary use of the premises described above subject to compliance with the following conditions:

1. Renter to provide Two Rivers Homeowners Association, Inc. a **Certificate of Insurance** (minimum amount of \$500,000) from their homeowner policy showing Two Rivers Homeowners Association, Inc. as an **additional insured for the specific date and time of the function**. Certificate to be provided in conjunction with Renter’s submittal of this Rental Use Agreement.
2. Renter agrees to hold Two Rivers Homeowners Association and its Board of Directors harmless from all claims, liability or responsibility for injury or property damage that may occur while this agreement is in effect.
3. The Two Rivers Homeowners Association and its Board of Directors are not responsible for any personal belongings lost, stolen, or left on Two Rivers property.
4. Applicant is liable for all damages incurred regardless of amount, which may include, but not limited to fixtures, furnishings, and other accessories. The renter will surrender the premises in the same order and condition as they were at the beginning of the function.
5. **NO MUSIC ALLOWED AFTER 10:00 PM:** The Noise Ordinance of the City of Eagle does not allow music to be played outside the premises after 10:00P.M. There are no exceptions to this law. Music, or amplification provided by recordings or musicians must be confined within the Clubhouse and kept to a level that does not cause stress for the neighbors. Any party causing stress among the neighbors which results in verbal complaints or visits from the police department will cease immediately. Speakers must stay inside.
6. No underage consumption of alcoholic beverages. Should the Two Rivers Homeowners Association and its Board of Directors become aware of underage alcohol consumption, law enforcement will be notified. The Two Rivers Homeowners Association and its Board of Directors strictly adheres to all Idaho laws and maintains a Zero Tolerance for underage alcohol consumption. Absolutely no alcoholic beverages permitted to be consumed in the parking areas.
7. The renter, guests, employees agree to arrive and vacate the facility at the scheduled time or the renter will be subject to \$100/hr or part of an hour additional time charge.
8. A \$500.00 cleaning and damage deposit shall be paid to Two Rivers Homeowners Association by the renter and shall accompany this agreement \$500.00 of this deposit will be returned upon satisfactory inspection within 10 days of date of renter’s use of the facility. Renter accepts responsibility for all cleaning and repair costs including any costs that may exceed the cleaning and damage deposit amount. Renter shall be solely responsible for cleaning the facility following use (no later than 10:00 AM the following day), which responsibility shall include removal of all renters’ property from the facility and premises and removal and proper disposal of all trash, refuse and debris in the dumpster located in the corral area, near the pool.
9. Please follow guidelines on the Cleaning Checklist and do not leave cooking utensils, dishes, beverages, or food in the refrigerator or around the premises. Any items left on the premises will be considered abandoned, and the Two Rivers Homeowners Association and its Board of Directors may dispose of them without notice. Renter

understands and accepts that Two Rivers Homeowners Association may keep and apply such portion of the deposit as may be necessary to remove abandoned items, adequately clean, and repair the facility and premises.

10. No pets of any kind are permitted within these premises at any time.
11. No smoking allowed in the Clubhouse or within 10 ft of doors at any time.
12. All decorations must be “free standing” and may not be attached to any Clubhouse walls, windows, furniture or fixtures with tacks, tape, nails or glue. No glitter or glitter products can be used for decoration. Outside decorations are permitted with prior consent from the Two Rivers Homeowners Association and its Board of Directors.
13. Set-up is the responsibility of the party hosts.
14. Please be advised, rentals during the months of May through September will share the restrooms with pool patrons.
15. The parking lot shall be shared with residents and event attendees on a first come first serve basis. No overnight parking is allowed in the driveway, parking lot area, or on the public streets near the facility. Violators are subject to having vehicles towed at owner’s expense.
10. Tables, chairs, counters, range and refrigerator must be washed and wiped clean. The facility must be vacuumed and the floor coverings must be left in a clean condition. This means mopping if necessary in the kitchen area.
11. All furnishings must be returned to their proper arrangement after use of the facility. **Please note: Furniture or furnishings may not be removed from the clubhouse at any time during the rental period or the entire deposit will not be refunded.**
16. Renter agrees to turn off all appliances and light fixtures and to lock facility after use.
17. All lights to be turned off after each function.
18. All restroom doors inside and out are to be locked upon conclusion of party, as well as all doors.
19. All doors, including restroom doors, to be unlocked and unrestricted during the party use.
20. Renter agrees to be present at all times while guests are present at the premises and facility. Under no circumstances will renter grant access to the premises and facility without being present during the entire period.
21. Renter accepts responsibility to assure that all guests and other users of the facility and premises follow all rules and requirements of the Two Rivers Homeowners Association.
22. The renter agrees to provide adequate supervision of minors at the event.
23. Renter acknowledges that the guest capacity at Two Rivers Lodge Community Center is 113 guests per City of Eagle Fire Code.
24. Any misrepresentation under this Rental Use Agreement is subject to forfeiture of entire deposit.
25. Keys must be returned no later than the day following use. Applicant agrees to pay all costs of replacing locks if keys are lost. (\$50/key)
26. The pool, tennis court and lawn area are not included in this contract and are not to be used by renter and guests; unless, prior arrangements have been made with the Two Rivers Homeowners Association and its Board of Directors.

29. The Two Rivers Homeowners Association and its Board of Directors may monitor and inspect the Clubhouse and parking lots at any time during the event described in this agreement. The renter agrees, if the Two Rivers Homeowners Association and its Board of Directors deems the actions of the event attendee's undesirable for any reason, the Two Rivers Homeowners Association and its Board of Directors may order the renter, guests and employees to vacate the Clubhouse immediately without any refund.

30. The Two Rivers Homeowners Association and its Board of Directors reserves the right to refuse to rent the Clubhouse for any purpose it deems to be detrimental to or not in the best interest of the HOA members. It further reserves the right to refuse to rent the facilities on any dates and at any time it deems inappropriate or inconvenient.

31. The Two Rivers Homeowners Association and its Board of Directors shall not be liable for its failure to perform this contract if such failure is due to, but not limited to double booking, lack of cleaning, fire, flood, earthquake, foul weather, or any emergency condition that is beyond the control of management prevention or interfering with performance.

CANCELLATION FEE – RESIDENT or NON-RESIDENT: If the renter cancels the event less than 60 days from the events, 50% of the rental fee is non-refundable. However, if we can rent for the canceled date 30 days prior to the event, a full refund will apply.

Will an outside catering service be used? _____

Catering Company Name: _____

Will alcoholic beverages be served? _____

I have read the above rental and use agreement and fully accept all of its terms and conditions. I understand that I take full responsibility for all guests and other users of the facility and premises and will comply with the terms of this agreement. I have been provided with a copy of this agreement and accept it as a receipt for my deposit.

Renters Signature _____ Date _____

Address _____

Home Phone _____

Cell Phone _____

Email _____

Contact person day of event _____

Contact's Phone _____

Please make all checks payable to the: Two Rivers HOA

Rental Agreement Received and Acknowledged by Sentry Management staff:

Name: _____ Date: _____

For Office Use Only

Approved _____ **Rejected**

Received Rental Fee _____ Check Number

Received Sales Tax _____ Check Number

Received Deposit _____ Check Number

Received Insurance Certificate _____

Premises Inspection Section

Date premises and facility inspected: _____ By _____	
Comments: _____	
Amount of deposit returned _____	Date Returned _____