

FALCON RIDGE HOME OWNERS ASSOCIATION
Clubhouse Rental and Use Agreement

The Falcon Ridge clubhouse may be rented by Falcon Ridge residents only. **You may not tape, tack, or otherwise attach any decorations to the walls, ceilings, windows or fixtures.** I agree that there is to be no smoking in the clubhouse. It is expected that you and your guests will respect the privacy and peace of the surrounding neighbors. If security and/or the police have to respond because of excessive noise or disruptive behavior this may result in the forfeiture of the damage/noncompliance security deposit, the suspension of facilities usage and the closing down of the function. Improper use or falsification of information stated in this contract will be considered noncompliance and will result in forfeiture of the damage/noncompliance deposit and possible suspension of facilities usage.

The clubhouse is available for rental between the hours of 9 AM and 10 PM on Fridays, Saturdays and Sundays. It is also available on the following holidays: New Year's Eve, New Year's Day, July 4th, Thanksgiving, Christmas Eve and Christmas Day.

The Falcon Ridge HOA will officially reserve the Clubhouse subject to availability upon receipt of the following:

- Rental fee - \$50.00 (non-refundable) check payable to Falcon Ridge HOA
- Security deposit - \$150.00 (refundable) check payable to Falcon Ridge HOA
- Signed rental agreement

Recurring rentals are not permitted more than once in a 12 month period for the same event.

Checks and signed rental agreement will be delivered to the rental agent listed on the Falcon Ridge website.

Clean up and or Damage to Facility: The damage/noncompliance security deposit will be returned upon inspection confirming that the clubhouse and restrooms were left in good condition. All furniture must be returned to its original placement at the end of the event. Costs incurred to clean or repair the facility and/or restrooms will be deducted from your damage/noncompliance deposit. By signing this agreement, you are responsible for costs to restore the facility and/or restrooms to their condition prior to the subject event, but costs shall not be limited to the amount of the deposit. Failure to properly clean or pay for damages may result in suspension of facilities usage. Rental time includes set-up and cleanup of the facility.

The security deposit will not be returned if the clubhouse is not cleaned or damage occurs until the board has met to determine the cost of cleaning and/or the cost of any needed repairs. Any decision to deduct monies from the security deposit is a board decision and not the decision of the rental agent.

Interior furniture may not be moved to the outside of the clubhouse. You may arrange it within the clubhouse to suit your needs. All furniture must be returned to its original placement at the end of the event. Keys must be returned to rental agent immediately after the event or the next day if the event ends after 10pm.

If the consumption of alcohol is permitted, the Homeowner must provide proof of liability insurance with combined single limit coverage of \$1,000,000 for injuries, deaths, or damages. You may obtain a general liability, excess liability or umbrella rider to your homeowner policy or obtain a separate policy, provided that it specifically covers host liquor liability. If proof of insurance is not received by the rental agent within 7 days of reservation payment the Association may terminate the rental contract. I assume full responsibility for any unlawful or illegal activity occurring during the course of the event, including, without limitation, any use of drugs or controlled substances. The homeowner assumes full responsibility with respect to the service, use, and consumption of any alcoholic beverages during the course of the event and agrees to ensure that alcohol is not permitted, served, or otherwise made available to any underage person or intoxicated person. If any alcohol beverage other than unfortified wine or beer is to be served, or any alcoholic beverage is to be sold, Homeowner(s) must obtain a limited special occasion permit or such other permit as may be required by the state ABC Commission.

Use of the facility is for the social enjoyment of Homeowner(s) and his/her guests and may not be used for any business, religious, or political purpose. Party guests must be known to you. You may not advertise or sell tickets to the party, or issue open-ended invitations. Charity events or community fundraising events may be allowed with prior permission of the Board of Directors. Homeowner(s) acknowledge that neither Hawthorne Management Company (the "Manager"), nor the Highland Creek Community Association (the "Association"), has assumed any responsibility for, nor shall the Manager, or the Association have any liability for the actions or inactions of Homeowner(s) and his/her guests and invitees or for any injury, damage or loss any person may sustain while using the facility or in connection with or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in by any person while using the facility.

Be advised that the Highland Creek Security has the authority to check the clubhouse during any rental period and has the authority to end any function at our clubhouses at their discretion for but not limited to: fire code violation, alcohol consumption by minors, building damage, evidence of drug use or paraphernalia, fighting, assault, disorderly conduct, or collection of money for entry to party.

The Homeowner(s) on behalf of himself, his heirs, successors and assigns, and on behalf of his/her guests and invitees, their heirs, successors, and assigns hereby releases the Manager, and the Association and their respective officers, directors, shareholders, agents, members, successors, and assigns of and from any claims which Homeowner(s), his or her guests, and invitees, now have or may hereafter have which are related in any way to any loss, damage or injury that may be sustained in connection with their use of the facilities or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in while using the facility.

The Homeowner(s) on behalf of himself, his heirs, successors and assigns, agrees to indemnify, defend and hold harmless the Manager, and the Association and their respective officers, directors, shareholders, agents, members, successors, and assigns against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, arising from the use of the facilities, including the buildings and sidewalks adjoining same, by the Homeowner(s), his or her guests, and invitees, or as a result of any activity, including consumption of alcohol or other intoxicating substances, engaged in while using the facility. In the event any action or proceeding is brought against the Manager, or the Association, their respective officers, directors, shareholders, agents, members, successors or assigns by reason of any such claim, the Homeowner(s) covenants and agrees to pay all costs of defense of such action or proceeding by counsel satisfactory to the Manager, and the Association.

The foregoing indemnification and defense obligations shall not be conditioned upon the availability of insurance coverage and Homeowner(s) failure to obtain insurance coverage or the refusal of the insurer to pay any claim or otherwise assist Homeowner(s) in fulfilling such obligations shall not relieve Homeowner(s) of the indemnification and defense obligations set forth herein.

By signing this rental agreement, I agree to be present during the entire period of my reservation and to be responsible for the conduct of all guests and attendees during that entire period while they are on Association property and as well as the time of arrival and departure.

Homeowner's Signature _____ Date: _____

Renter's Signature (if applicable): _____ Date _____

Revised 9/22/2015