

# COMMUNITY CENTER EVENT SPACE RENTAL AGREEMENT NON-RESIDENTS

For exclusive use of large event space: Room A – Hibiscus, Room B - Saguaro or Room C - Ocotillo or the entire event spaces - A, B & C. The applicant will hereinafter be identified as “Renter”.



Today's Date: \_\_\_\_\_ Account #: \_\_\_\_\_

Renter Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Best Phone: \_\_\_\_\_

Secondary Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date of Rental: \_\_\_\_\_

Event Time *(arrival no more than 15 minutes prior to start of event is allowed, if additional setup time is needed, it must be included in rental time)*

Start: \_\_\_\_\_ to End: \_\_\_\_\_

Purpose of Event: \_\_\_\_\_

Number of Expected Guests: \_\_\_\_\_

## VENDOR INFORMATION

*A separate Vendor waiver required*

**Equipment Rental**  Yes  No

Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

**Event Catered/Bartender**  Yes  No

Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

**Entertainment/DJ/Band**  Yes  No

Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

The phrase “exclusive use” as used in this Agreement does **NOT** grant Renter access to the pool, fitness center and/or the Ramada. Reservations do NOT include exclusive use of the kitchen. The entire event space is 3,329 square feet and can be portioned into three (3) separate spaces. Renter’s HOA account balance must be less than \$200 for rental approval. Capitalized terms not otherwise defined shall have the meaning set forth in the CC&Rs.

**CERTIFICATE OF INSURANCE:** Renter will need to contact his or her Homeowners Insurance Company/Special Event Insurance and request a Certificate of Insurance in the amount of \$250,000 (or \$1,000,000 for alcohol consumption) which names San Tan Heights Homeowners Association and Brown Community Management as an “additional insured” for the date of your event.

### TO BE NAMED AS ADDITIONAL INSURED ON CERTIFICATE:

- (1) San Tan Heights Homeowners Association, 32805 N. Occidental Ave., San Tan Valley, AZ 85142
- (2) Brown Community Management, 7255 E Hampton Ave # 101, Mesa, AZ 85209

**ALCOHOL POLICY:** A separate Alcohol waiver that sets forth the Association’s Alcohol Policy must be executed by the Renter prior to being permitted to serve alcohol at any event.

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**Completed Agreement and Security Deposit due at the time of booking to reserve your event date. Full Rental Payment and Insurance Certificate are due 30 days in advance of the event.**

SPACE	REFUNDABLE SECURITY DEPOSIT	RATE (Two Hours)	ADDITIONAL HOURLY FEE	TOTAL
<input type="checkbox"/> Room A - Hibiscus 1,665 sq ft – Max. Capacity 108	<input type="checkbox"/> \$200	\$120	____(add'l hrs) x \$60 = _____	\$
<input type="checkbox"/> Room B - Saguaro 832 sq ft – Max. Capacity 54	<input type="checkbox"/> \$100	\$60	____(add'l hrs) x \$30 = _____	\$
<input type="checkbox"/> Room C - Ocotillo 832 sq ft – Max Capacity 54	<input type="checkbox"/> \$100	\$60	____(add'l hrs) x \$30 = _____	\$
<input type="checkbox"/> Room Combo - A + B + C 3,329 sq ft – Max. Capacity 216	<input type="checkbox"/> \$300	\$300	____(add'l hrs) x \$90 = _____	\$
<input type="checkbox"/> Room Combo – B & C	<input type="checkbox"/> \$150	\$120	____(add'l hrs) x \$60 = _____	
<input type="checkbox"/> Ramada ONLY	<input type="checkbox"/> \$50	\$30	____(add'l hrs) x \$30 = _____	\$
<input type="checkbox"/> Ramada w/ Room <input type="checkbox"/> A or <input type="checkbox"/> C	<input type="checkbox"/> \$125	\$90	____(add'l hrs) x \$30 = _____	
<input type="checkbox"/> Conference Room	<input type="checkbox"/> \$50	\$60	____(add'l hrs) x \$30 = _____	\$
<input type="checkbox"/> Prep Kitchen	<input type="checkbox"/> \$50	\$120	____(add'l hrs) x \$30 = _____	\$
<b>ADD ONS:</b>				
<input type="checkbox"/> Room A Projection/Audio	n/a	\$90	n/a	\$
<input type="checkbox"/> Room B & C TV/Audio	n/a	\$30	n/a	\$
<input type="checkbox"/> Security (Required if serving alcohol) 4-hour minimum (\$100)	n/a	\$100 (4 hrs)	____(add'l hrs) x \$30 = _____	\$
<input type="checkbox"/> Bar	n/a	\$90	n/a	\$
<input type="checkbox"/> Cooler(s)	n/a	\$30	n/a	\$
<b>Due 30 days prior to event date and COI</b>			<b>GRAND TOTAL \$</b>	_____

**DEPOSIT:** Reservations are confirmed when a contract is completed and returned to the San Tan Heights Community Center and the refundable security deposit is placed. Please note the security deposit does not apply towards your reservation balance. **If you are reserving multiple spaces, the higher deposit amount will apply only.**

**PAYMENTS:** Accepted forms of payment are certified check and/or credit card. Certified checks should be made payable to “San Tan Heights Homeowners Association.” If rental agreement is submitted less than 30 days prior to rental date, all fees are due at the time of the reservation.

**SET UP & TEAR DOWN:** The Association will set up and tear down for all events based on the renter’s requirements predetermined. Setup diagrams should be finalized a minimum of seven (7) days in advance.

**SECURITY GUARD REQUIREMENT:** If serving alcohol during and/or at the event, a security guard is required for the duration of the event and will be present. Invictus Protective Services is the preapproved security service vendor and can be booked through this rental agreement. Minimum of 4 hours is required.

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- All personal items must be removed from The Community Center. All individuals including but not limited to vendors, residents and guests of the event must vacate the Community Center premises by 12 am on all days. Additionally, all applicable ordinances must be followed and adhered to including but not limited to Pinal County noise ordinances. The Renter is responsible for the conduct of all individuals attending or utilizing the room(s) rented. The Association is not responsible for lost or stolen items.
- Products may not be sold in the Community Center for the profit of any individual or commercial enterprise, except by written invitation and/or written preapproval from the Board of Directors.
- Use of the Community Center by Association members may be restricted due to delinquent Association dues, violation of Association rules, or deliberate abuse of the Community Center, recreational facilities, or common area, as determined in the sole discretion of the Board of Directors.
- The Association Owner/Resident or other party designated in this Agreement is required to be in attendance during the entire event. Failure to do so may result in forfeiture of the Security Deposit and/or facility use privileges.
- Contact information for all companies contracted for private event services (i.e., vendors) and the required insurance certificate and/or required permit shall be submitted to the Association within 30 days of the event.
- The Association will not be held liable in the event of accidents resulting in injury during your use of the facility or from the use of the kitchen equipment.
- The Association will not be held liable in the event of an illness resulting from food preparation.
- The Association will not be held liable for unforeseen mechanical or building problems associated with electrical (lighting), cooling/heating, structural damage (broken windows, doors, tables, and chairs) or kitchen equipment failure. The Association will make every reasonable effort to maintain all equipment in operational condition and repair.
- Total attendees must not exceed the maximum capacity for your room rental. Exceeding this for any rental function may forfeit your Security Deposit. PLEASE NOTE: Outside park, recreational & restroom areas will remain open to all Association residents during your scheduled event.
- For those who rent tables, chairs, linens, etc., the Association will not sign for, or take responsibility for, rental items. Make arrangements with the rental company to be present when the equipment is delivered and picked up, in order to sign for the equipment. The Association staff will not set up or breakdown rental equipment. Rented equipment must be removed from Association facilities the day of the event, immediately after the event, unless otherwise noted in this Agreement. If rental equipment is not removed per the Agreement, the Renter’s Security Deposit may be forfeited.
- All animals, except permitted service animals, are prohibited.
- Tables, chairs, or other objects shall not block or impede the flow of traffic in or out of any exits to or from the building, per Fire Code.
- All events must begin and end at the time indicated on the Community Center Rental Agreement.
- The Community Center tables and chairs are to be used indoors only.
- Candles are not permitted in the facility. No open flames are permitted except birthday candles and/or ceremonial one (1) time use candles.
- ABSOLUTELY NO masking tape; scotch tape, packing tape or duct tape, nails, staples, tacks, glitter, confetti, birdseed, or rice allowed. No attachment on windows, doors, ceilings, walls, light fixtures, room partitions, and/or paintings, or any decorative fixtures is permitted in the Community Center.
- The Community Center is designated a smoke-free environment and smoking is prohibited. The person renting the Community Center is personally responsible for the proper conduct of all guests and must always be present and supervising the function all times.
- If the Renter desires to bring in an outside vendor for the event, the vendor must be listed on this Agreement, and the vendor must execute a separate release form to be permitted to render services at the event.

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\_\_\_\_ Initial

## RELEASE AND INDEMNIFICATION

In consideration of the rental and use of the Community Center, I hereby accept all risk to the health of both myself and my guests and of injury or death that may result from such persons' use of the Community Center. I hereby release the Association, its governing board, officers, agents, employees and representatives from any and all liability to me or my guests, our personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action, demands, damages, costs, including all attorney fees, costs of defense, expenses, losses or liabilities, in law or in equity, arising or resulting from, or in any way connected with the use of the Community Center, which specifically includes but is not limited to any claims or causes of action related to injury or property damage, whether caused, in whole or in part, by the negligence of the Association, its governing board, officers, employees, agents or representatives, or otherwise. I further agree to indemnify, defend, and hold harmless the Association and its governing board, officers, employees, agents, or representatives from any and all claims and causes of action, demands, damages, costs, including all attorney fees, costs of defense, expenses, losses or liabilities, in law or in equity, arising or resulting from, or in any way connected with the use of the Community Center as described herein, whether caused, in whole or in part, by the act or omission of either myself or my guests while using the Community Center, regardless of whether it is caused in part by a party indemnified hereunto. The Association shall control the defense provided by me pursuant to this provision and shall choose the counsel to be used in such defense. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligations of indemnity that would otherwise exist as to any party or person described in this paragraph.

I further agree to accept full responsibility for any damage to or theft of any of the facilities during the event and agree to reimburse the Association for any repair or replacement costs. I also understand that I will not hold the Association, its governing board, officers, employees, agents and representatives responsible for any physical or emotional harm that is suffered by me or any guests. I also understand that I will not hold any of the aforementioned parties responsible for any property damage that is incurred from activities related to the event.

\_\_\_\_ Initial

## COVID-19 ACKNOWLEDGEMENT AND RELEASE

As a condition of using the Community Center, I acknowledge the current novel coronavirus (COVID-19) pandemic, the contagious nature of COVID-19, and voluntarily assumes the risk that my guests and I may be exposed to or infected by COVID-19 while on site at the Community Center, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Community Center may result from the actions, omissions, or negligence of myself, my guests, and others, including, but not limited to, the Association, its managing agent, and its employees, volunteers, members and guests. I voluntarily assume all of the foregoing risks and accept sole responsibility for any injury to myself and my guests (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I and/or my guests may experience or incur in connection with my use of the Community Center (“Claims”). On my behalf, and on behalf of my guests, I hereby release, covenant not to sue, indemnify, discharge, and hold harmless the Association and its directors and officers, the managing agent, and their employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I acknowledge and agree that this release includes any Claims based on the actions, omissions, or negligence of the Association and its directors and officers, the managing agent, and their employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after my use of Community Center. The indemnity provided for in the preceding section of this Agreement shall apply to any and all Claims arising under this Paragraph.

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\_\_\_\_ Initial

## HEALTH AND SAFETY PROTOCOLS

I acknowledge that, as a condition to using the Community Center as described herein, I must establish, implement and enforce policies that adopt guidance from the Centers for Disease Control and Prevention (CDC) and the Arizona Department of Health Services (ADHS) to limit and mitigate the spread of COVID-19 during my event, including the following: ensuring physical distancing during the event, requiring all guests and invitees to wear face coverings while in the Community Center, limiting the total number of attendees at the event to ensure physical distancing is possible, and requiring guests who are sick to stay home. Should I fail to implement and enforce the health and safety protocols identified herein, the Association shall be authorized to terminate this Agreement.

\_\_\_\_ Initial

## SECURITY DEPOSIT

Also, I agree that my Security Deposit may be used, in whole or part, in the Association’s sole discretion, to compensate the Association for (1) repair of any damage to the Community Center, its contents, or Association Common Area, (2) additional cleaning of the facility, or (3) any violation of the Association’s governing documents. The Security Deposit may also be forfeited, in whole or part, in the Association’s sole discretion, if I violate this Rental Agreement, or as otherwise noted in this Agreement. If repair of damages or necessary replacement of property exceeds the Security Deposit, I agree to compensate the Association in the amount deemed necessary by the Association. **Any violation of this Agreement can result in suspension of facility privileges.** All security deposits must be deposited at the time of booking. [Security Deposit refunds, if applicable, will be processed every Monday and may take 2-3 weeks to receive.]

\_\_\_\_ Initial

## RIGHT TO CHANGE TERMS OF AGREEMENT

In the event the facility is deemed unavailable for rental because of circumstances beyond the control of the Association (as determined in the sole discretion of the Association), the Association shall have the right to change the terms of this Agreement, including the right to reschedule an event(s). If the Association changes the terms of the Agreement, the Association will notify me, the Renter, of such changes in writing, and provide me, the Renter, with a copy of the changed Agreement. I shall have the right to comply with the changes or cancel the reservation. If I choose to cancel the reservation because of the changes in the reservation, I will not be charged any fee for cancellation and my Security Deposit will be refunded. If I choose to accept the terms of the changed Agreement, I will sign a copy of the same, and my reservation will remain in place.

\_\_\_\_ Initial

## CANCELLATION POLICY:

A written 30-day termination notice is required. If the event is canceled within 30 days of the reserved date of the event, 50% of the Security Deposit will be deducted as a cancellation fee. If canceled with less than 7-days’ notice of the reserved event date, 100% of the Security Deposit will be forfeited.

\_\_\_\_ Initial

## GUEST ARRIVAL:

All guests must enter the Community Center through the gate located on Occidental Avenue, 32805 N. Occidental Ave. Occidental Gate is open during Community Center hours only, Monday – Thursday 6 am – 8 pm, Friday 6 am – 9 pm, Saturday 8 am – 9 pm, & Sunday 8 am – 8 pm. Roberts Road gate is not open to the public.

**I have read this Rental Agreement and agree to abide by all its conditions.**

Renter’s Signature \_\_\_\_\_ Date \_\_\_\_\_

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## For Office use only:

Amount/ Date/ Check # of Deposit: \$ \_\_\_\_\_

Date of Room Reservation: \_\_\_\_\_

Room Being Reserved: \_\_\_\_\_

Name of Event: \_\_\_\_\_

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Number Attending: \_\_\_\_\_

Date Final Payment and Certificate of Insurance is Due: \_\_\_\_\_

Amount and Date Final Balance Paid: \$ \_\_\_\_\_

Date Certificate of Insurance Received: \_\_\_\_\_

NOTES: \_\_\_\_\_

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