

Clubhouse/Pool Rental Contract

If you wish to rent the Clubhouse or Pool for a party, call the office to see if dates are available. We recommend that you book in advance. All rentals are first-come, first-served. The deposit must be paid before a booking date can be confirmed. The remainder of all fees, deposits, and signing of the rental agreements must be done no later than 3:30 p.m. on the Friday before the event. All parties must be cleaned up and finished no later than **10:00 p.m.** THE ASSOCIATION OFFICE DOES NOT WORK WEEKENDS, NOR WILL ANY EMPLOYEE CALL TO REMIND YOU OF THE DATE YOU BOOKED. Parking or driving on the grass will result in full forfeiture of the security deposit, **AS WELL AS ALCOHOL OF ANY KIND ON THE PREMISES (LIQUOR, BEER, WINE, CHAMPAGNE, ETC...).** Please be aware that all moonwalks or other blow-up activities must have a generator and have prior approval. Do not use the Clubhouse or the Pools' electricity

Clubhouse Rental

\$200.00 for 6-hour rental (includes set-up and clean-up).

\$250.00 refundable security deposit is to be paid before the rental.

\$25 Each additional hour- must be paid in advance. Please call the office for additional information. We do not refund any fees from cancelled parties.

Please be aware that all moonwalks or other blow-up activities must have a generator and have prior approval. Do not use the Clubhouse or the Pools' electricity

Pool Rental

Pool parties can only be held during the hours the pool is closed.

\$350 the basic pool party is a **2-hour** pool rental; 40 people max in the pool. This includes 2 lifeguards. The baby pool is included. *The baby pool must be supervised by a family member. No one over the age of 8 is allowed in the baby pool.*

\$200 Non-refundable deposit to reserve your date. This must be received before any date is held. This will apply to the cost of the rental.

\$250.00 refundable security deposit is to be paid before the rental.

All pool parties must be paid in full no later than 2 weeks prior to the event- **No Exceptions.** If not paid on time, you will lose your deposit and your reservation will be cancelled. ***Please be aware that all moonwalks or other blow-up activities must have a generator and have prior approval. Do not use the Clubhouse or the Pools' electricity.***

It is the renter's full responsibility to pay for the parties in full, complete the Renter's Agreement, and provide a security deposit no later than the Friday before the party. The office is NOT open on weekends.

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Should the renter forget, they will lose the reservation fee. NO EXCEPTION. I have read and understand my responsibility. Please see above or check with the office.

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19 for Clubhouse usage

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal, state, and local health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Greengate Place HOA (the **association**) has put in place preventative measures to reduce the spread of COVID-19; however, the association **cannot guarantee** that you or your guest(s), will not become infected with COVID-19. Further, **using the association facilities could increase** your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I and my guest(s) may be exposed to or infected by COVID-19 by attending the association facilities 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 association facilities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, association employees, volunteers, HOA members, and association residents and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or my guest(s) including (but not limited to), personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my guest(s) may experience or incur in connection with my use of the association facilities. On behalf of my guest(s) and myself, I hereby release, covenant not to sue, discharge, and hold harmless Greengate Place, its employees, HOA members, 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 understand and agree that this release includes any claims based on the actions, omissions, or negligence of the association, its employees, HOA members, agents, and representatives, whether a COVID-19 infection occurs before, during, or after the use of any association facilities.

Signature

Date

Print Name

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Clubhouse Rental

NO ACCESS TO THE POOL
NO ALCOHOL

Date _____

I _____, understand that I am using the Greengate Place Clubhouse for the use of _____ on _____ from the hours of _____. I have paid \$200.00 for rental of the clubhouse for 6 hours and I have paid \$_____ for rental of the clubhouse house for _____ additional hours. I have also left a security deposit of \$250.00.

My security deposit will be returned the next business day after 10 am as long as the Clubhouse is clean and no damage has occurred. Should a Greengate Place associate find it necessary to clean the building or grounds due to my activity, I will be charged for each rule or infraction that is broken, and any cost for repairs/cleaning. These charges will be deducted from my security deposit. If the charges are greater than the deposit, a final bill will be generated for the renter. If this said bill is not paid in 45 days, the fee will be assessed to the renters' HOA account and may incur additional fees.

Signature _____ Date _____

Contact Name: _____

Contact Number: _____

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RIGHT TO ENTER AND INSPECT CLUBHOUSE DURING PARTIES

I _____ am aware that Greengate Place may send a constable or representative to the clubhouse sometime during the party I am having at the clubhouse or the pool.

They have my explicit permission to check containers, coolers, and the refrigerator at any time.

I am also aware that NO ALCOHOL is permitted on Greengate Place premises. If the constable or representative should find that I have permitted Alcohol to be consumed or present on Greengate Place premises, the party will be shut down, everyone will be told to leave, and I will forfeit my entire security deposit.

All Renters take full responsibility for themselves and their guests. If this action should be necessary, I will still be obligated to clean the entire clubhouse and surrounding grounds in accordance with the rules of my renter's agreement. If I do not clean up and follow the rules, Greengate Place will impose additional charges to cover the cost of any necessary cleaning or repairs. If the charges are greater than the deposit, a final bill will be generated for the renter. If this said bill is not paid in 45 days, the fee will be assessed to the renters' HOA account and may incur additional fees.

Signed _____

Date _____

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GREENGATE PLACE H.O.A. **CLUBHOUSE TERMS & CONDITIONS FOR RENTAL PARTIES**

- I. ALCOHOL IS STRICTLY PROHIBITED FROM THE PREMISES. SMOKING/VAPING INDOORS IS STRICTLY PROHIBITED.** The resident and guests will limit any smoking/vaping to *outside of the gated areas only!* All other recreational drugs are prohibited from the entire premises. Failure to comply will forfeit the entire rental fee and security deposit, and the party will immediately be shut down.
- II. EVENT:** The reservation is strictly for private functions. Fundraising, sale, staging, or production of services and/or goods; business operations; and opening of the facility to the general public are prohibited. Failure to comply will forfeit the entire rental fee and security deposit, and the party will immediately be shut down.
- III. DUE DATE:** All contracts and monies must be completed and submitted to the Association no later than 30 minutes prior to the close of the Association's business day before the date of the reservation. Failure to provide any form or balance due by the deadline will cancel the reservation.
- IV. PRESENCE:** The GGP Resident will be present for the entirety of the reservation. Under no circumstances will the Clubhouse be left unattended for any amount of time. The Clubhouse is not available to store any supplies or decorations before or after the reserved time.
 - a. A GGP member will arrive 10 minutes before the scheduled reservation to unlock the doors and perform an inspection. If the resident does not arrive within 30 minutes of the beginning of the reservation, the reservation will be cancelled, and the \$150 non-refundable deposit will be forfeited.
 - b. The event and all cleaning will be completed before the conclusion of the reservation time. A GGP member will arrive at the end of the reservation time to perform an inspection. If the event runs past the scheduled time, \$50 will be deducted from the security deposit per hour exceeded.
 - c. The premises will be fully vacated no later than 10 pm. Any cleaning not performed by this time will be deducted from the security deposit.
 - d. Only the host/hostess should be on the premises for inspections at the beginning and end of the party.
- V. OCCUPANCY:** No more than 75 individuals will occupy the Clubhouse at any time.
- VI. PARKING:** All vehicles will be parked in parking spaces. No vehicles will drive or park on the grass, or your full deposit will be forfeited. All driveways and throughways will be kept clear to allow normal pool/park traffic to enter, park, and exit the premises properly.
- VII. DECORATIONS:** No tacks, push pins, staples, tape, glue, or other adhesives/fasteners may be used on the building structure. No decorations may be attached to any wall, door, door frame, or window. All decorations must be set up on the tables and/or chairs, or provide the resident's own framing to support decorations. All tape used on the facility's chairs/tables must be removed with no residue left behind. Any damages left from decorations will be charged the cost of repair or cleaning from the security deposit.
- VIII. INFLATABLES:** Any inflatable attractions (i.e., bounce houses) must be set up in a grassy area outside and not impede the normal flow of vehicle traffic. Inflatables must have their own generator; **DO NOT USE CLUBHOUSE ELECTRICAL OUTLETS FOR INFLATABLE FANS.**
- IX. PIÑATAS/FIREWORKS/CONFETTI:** Piñatas will not be suspended from the walls, ceiling, or any other part of the Clubhouse structure (we recommend bringing an independent frame or using the playground). All confetti, wrappers, glitter, and all other debris, both indoors and outdoors, will be cleaned up and disposed of, or you will risk full forfeiture of your deposit. Fireworks are strictly prohibited on the premises.

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- X. **SUPPLIES:** Resident will furnish all party supplies, trash bags, and cleaning towels or rags. *The Association will NOT provide garbage bags or cleaning towels, or rags.* Mops, mop bucket, brooms, toilet brush, plunger, cleaning chemicals, and other cleaning tools are available to use as long as they are cleaned after use and returned to their storage locations. Dirty cleaning equipment and/or excessive use/waste of cleaning chemicals will result in charged \$25 charge from the security deposit.
- XI. **TRASH:** All garbage and waste generated from the event, including inside, outside, and bathrooms; and including any cigarette butts outdoors, are to be cleaned up and disposed of off-site. *Dumpsters are not provided for any Clubhouse Party waste.* Do not dispose of any waste at the outdoor trash cans provided for the park. **All trash must be taken to the Resident's home or otherwise disposed of off the premises.**
- XII. **CLEANING:** All cleaning must be completed **before** the conclusion of the reservation using the cleaning chemicals provided. Each item listed in this section will be an individual deduction of a minimum \$100 or more if the mess is excessive as determined by the GGP Staff, from the security deposit if not completed.
 - a. **Kitchen:** All party items removed from refrigerator, oven, microwave, and kitchen. All counters, sink, and floor thoroughly cleaned. If the stove, oven, and/or microwave are used, they must be cleaned. Any stains on any other surface are removed.
 - b. **Bathrooms:** Toilets, sinks, and floor thoroughly cleaned. Any stains on any other surfaces must be removed.
 - c. **Main Area:** The Entire floor must be swept after all tables and chairs are removed. No dirt or stains are to be left on the floor. Any stains on any other surfaces must be removed.
 - d. **Windows/Doors:** Any fingerprints, smudges, and stains on windows and doors must be cleaned.
- XIII. **TABLES/CHAIRS:** Tables and chairs are available for use. All tables and chairs used must be wiped clean, folded, and stacked in the appropriate storage closet (instructions for proper storage are posted on the closet doors) by the end of the event. Improperly stacked tables and chairs will have \$50 deducted from the security deposit. Chairs and tables will be inventoried before and after the reservation by GGP Staff. Any damaged and/or missing chairs will be charged \$50/each from the security deposit. Damaged and/or missing tables will be charged \$100/each from the security deposit.
- XIV. **EXISTING OBJECTS:** All other contents found on the premises are the property of the Association or other groups that use the Clubhouse regularly. Do not remove, relocate, or damage these objects. Existing furniture may be covered by a drape for decoration purposes.
- XV. **DAMAGES/INFRACTIONS:** The resident is responsible for the cost of any damage, including repair and cleaning, incurred to the Clubhouse during the rental period. The Clubhouse shall be turned back over in a clean and undamaged condition. Should the Association find it necessary to clean the building, grounds, or perform repairs, the cost shall be taken from the security deposit. If the monetary amount for damages and/or other infractions exceeds the security deposit amount, the difference will be charged to the resident's property account. Should the Association require the resident and their guests to vacate the premises prematurely, the resident is still obligated to clean the entire clubhouse and surrounding grounds in accordance with the terms and conditions of this rental agreement. If the clubhouse and grounds are not cleaned or are damaged, Greengate Place may impose additional charges to cover the cost of any necessary cleaning and/or repairs.
- XVI. **INDEMNITY:** The resident hereby agrees, to the fullest extent permitted by law, to indemnify and hold harmless Greengate Place, its elected and appointed officials, employees, and volunteers against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from Greengate Place, its elected and appointed officials, employees, volunteers and other working on its behalf, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in anyway connected or associated with the use of the Clubhouse.

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- XVII. GUESTS:** The resident takes full responsibility for themselves and their guests, including all event and guest activities that occur inside the Clubhouse and the entire premises, to include the park, pavilion, and playground.
- XVIII. SECURITY DEPOSIT:** Should the Association find the need to clean and/or repair the facility and/or grounds due to any activity related to this event, the resident will be charged for **each** infraction and will have the charge taken out of the security deposit. Should the amount of damages be more than the security deposit, that amount will be billed to the property address or the homeowner's account. The security deposit will be available the next business day after 10 am.
- XIX. Code of Conduct:** The host/hostess and their guests should behave in such a manner that is respectful and dignified. Failure to comply will result in forfeiture of the entire rental fee and security deposit.
- XX.** If the property is not clean and ready for inspection at the close of rental, a \$50 per hour fee will be incurred for additional time used.

I, as the Resident responsible for the scheduled Clubhouse event, hereby agree to these terms and conditions.

Resident Signature

Date

Resident Printed Name

GGP Staff

Date

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Entry Check List

1. Kitchen

- a. Microwave wiped (inside & outside) Y/N
- b. Refrigerator wiped and cleaned Y/N
- c. Oven (inside & outside) Wiped Y/N
- d. Counters wiped and cleaned Y/N
- e. Floors swept Y/N
- f. Take out trash Y/N
- g. Liner in trash cans Y/N

2. Bathrooms

- a. Sinks cleaned Boys _____ Girls _____
- b. Toilets Cleaned Boys _____ Girls _____
- c. Floors Swept Boys _____ Girls _____
- d. Floors Mopped Boys _____ Girls _____
- e. Liner in trash cans Boys _____ Girls _____

3. Main

- a. Floor Swept Y/N
- b. Removal of tape Y/N
- c. Cigarette butts/debris picked up Y/N
- d. Tables and Chairs were wiped down Y/N
- e. Windows and doors wiped down Y/N

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Exit Check List

4. Kitchen

- a. Microwave wiped (inside & outside) Y/N
- b. Refrigerator wiped and cleaned Y/N
- c. Oven (inside & outside) Wiped Y/N
- d. Counters wiped and cleaned Y/N
- e. Floors swept Y/N
- f. Take out trash Y/N
- g. Liner in trash cans Y/N

5. Bathrooms

- a. Sinks cleaned Boys _____ Girls _____
- b. Toilets Cleaned Boys _____ Girls _____
- c. Floors Swept Boys _____ Girls _____
- d. Floors Mopped Boys _____ Girls _____
- e. Liner in trash cans Boys _____ Girls _____

6. Main

- a. Floor Swept Y/N
- b. Removal of tape Y/N
- c. Cigarette butts/debris picked up Y/N
- d. Tables and Charis were wiped down Y/N
- e. Windows and doors wiped down Y/N

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Notice

Before Leaving Building:

- 1. Take all your trash home with you!**
- 2. Wipe Counters in Kitchen and Bathroom**
- 3. Sweep all flooring.**
- 4. Remove any tape from tables and chairs. Please make sure that you are not using any tacks, pins, staples, screws, or nails. This will result in a partial to full loss of your security deposit. DO NOT PUT ANYTHING ON THE WALLS!**

Charges will be assessed if any of these rules are not complied with.