

## INNIS ARDEN CLUBHOUSE RENTAL AGREEMENT

The Rental Agreement applies to the use of the clubhouse and adjoining patio, and does not include the use of the swimming pool, tennis courts and playfield.

### Rules and Restrictions

1. Member dues must be current in order to rent the clubhouse (for members only).
  2. Renter must be present at all times during the rental.
  3. All activities are to be kept on the clubhouse grounds.
  4. Renter understands that the clubhouse is located in a residential neighborhood. The Renter agrees to respect the property of Innis Arden Club, Inc. and the peace and quiet of the neighbors in the community. Output of any amplified music or sound equipment will comply with the City ordinance and shall not exceed 100 watts. Any noise or activity by Renter or his or her guests which disturbs the neighbors within the community will not be tolerated and will be a violation of the terms of this Agreement, which will result in forfeiture of all or a portion of the Performance Deposit.
  5. The Clubhouse has a No Smoking policy. Renter will not permit smoking inside the Clubhouse.
  6. Renter will conduct no illegal activity upon the premises and will comply will all applicable laws, rules and ordinances.
  7. Renter will obtain all permits, licenses, etc. necessary and/or required for the rental activity.
  8. If any alcoholic beverages are to be served during the rental, the Renter shall comply will all applicable laws relating to the serving of alcoholic beverages. Serving and consumption of alcohol without a license obtained for this event will not be allowed. Purchase of the license is a condition to receive the key for the clubhouse. Alcohol can be consumed only inside the clubhouse and adjoining patio. Selling alcohol during the rental time is prohibited. Renter is responsible for taking reasonable precautions to assure that his or her guests do not operate motor vehicles when intoxicated.
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9. No birdseed, rice, confetti, silly string, glitter or other substitutes are allowed in the clubhouse or surrounding premises. Uses of nails, tacks or pins; removable tape and "Stik-tak" type product are allowed. The Renter shall not remove or take down existing clubhouse decorations.
  10. Using dance-wax on the floor is prohibited. A charge of \$25.00 per hour for cleaning and re-waxing the floor (approximately six hours) will be imposed if dance wax is used.
  11. Parking must be kept to the clubhouse parking lot.
  12. Events at the Clubhouse must end by 10:30 P.M. and all guests must vacate the facilities by 11:00 P.M.

### CLEAN UP AND LOCK UP

Renter agrees to perform the following clean up, immediately after the event or as agreed with the manager of the clubhouse:

- Remove all decorations and personal effects.
- Return all tables and chairs to storage room in assigned place
- Put all garbage in bags and place them in the dumpster
- Rinse and stack all dishes on stainless steel counter. Leave silverware soaking in soapy water in plastic basins provided. The dishwasher is to be operated by clubhouse personnel only.
- The clubhouse must be left secure. All doors must be locked. The key must be left on the kitchen counter.
- If window/glass door breakage occurs, the Renter is responsible for securing the premises prior to departure.

#### RESERVATION AND DEPOSIT

- Application must be made through the Clubhouse Rental Manager.
- Performance Deposit must be made at the time of reservation and the rental fee will be paid no later than three weeks before the rental day, whatever comes first.

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#### CANCELLATION POLICY

If cancellation occurs within six weeks before the date of the event, the deposit will not be refunded unless we are able to secure reservation with someone else for the same rental fee (if the new rental fee will be lower than the difference between the two fees will be subtracted from the refund). A \$100.00 cancellation fee will be subtracted from all refunds.

RENTING TIME STARTS as mutually agreed between the renter and the manager. In some cases, the Clubhouse may be rented by the hour and in other cases for a specific period of time. The rate schedule should be looked at before determining when the event will start and end.

#### PERFORMANCE DEPOSIT REFUND

Performance Deposit will be refunded within 10 working days after the renting date less charges for cleaning, damage, loss, excess cleaning due to misuse or carelessness, or failure to follow the rental policies and procedures stated in this rental agreement. Part or all of the Performance Deposit will be forfeited if:

- Complaints are received either by the police, Board members or the Clubhouse Rental Manager from neighbors because of noise disturbance due to the use of the Clubhouse by the Renter and/or guests, or because of rowdy or unruly behavior around the neighborhood or the Clubhouse by the Renter and/or guests.
- Complaints are received because of debris in streets and neighboring yards attributed to the Renter's use of the facility.

The amount of the Performance Deposit to be forfeited shall be determined by the Innis Arden Club, Inc. Board of Directors or its designee in their sole discretion, upon recommendation of the Clubhouse Rental Manager and a review of the circumstances.

The person filling out and signing this rental agreement knowingly assumes all responsibility for the Rental and actions of each personal in the Rental party.

I, the undersigned Renter, certify that I have read the Rental Agreement and agree to the rental terms set forth above and assume responsibility for the enforcement of the Rental Agreement, including the rules and regulations set forth in this Agreement.

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I do agree to pay for all repairs and damage to the building facilities and/or equipment resulting from or related to the use of the Clubhouse and to pay the cost to replace any furniture, fixtures, equipment and property that is damaged in connection with such use. Video monitoring has been installed in the Clubhouse and the undersigned Renter hereby acknowledges that he has been informed the the Clubhouse and grounds are under continuous 24 hour surveillance.

I, further agree to indemnify and hold harmless Innis Arden Club, Inc., its members, officers, directors and agents, from any and all losses, claims, damages, liabilities, expenses, attorney's fees and costs, and obligations arising out of and related to injury to or death of any person, or damage to or loss of any property occurring as a result of, related to, or in connection with the use of the Clubhouse facilities by me, the Renter and/or my guests.

\_\_\_\_\_  
Renter's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Renter's Name

\_\_\_\_\_  
Clubhouse Rental Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clubhouse Rental Manager Print

Please initial all pages, sign signature page and return the original Agreement to the Clubhouse Rental Manager.