

# **RENTAL AGREEMENT AND RELEASE**

## ***HILLANDALE HOMEOWNERS ASSOCIATION*** **HILLSIDE COMMUNITY CENTER**

The undersigned adult, (an adult is considered to be 21 years of age or older) who acknowledges him/herself to be an owner and/or resident of real property subject to the Hillandale Homeowners Association, hereafter referred to as "Renter," proposes to rent the Hillside Community Center, hereafter referred to as "the Facility," from the Hillandale Homeowners Association or their authorized agent, hereafter referred to as "the Association," on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the hours of \_\_\_\_\_ to \_\_\_\_\_.

The Association has agreed to rent the Facility to Renter on the specified date for the purpose stated within Rental Application, subject to the conditions stated below, to which both parties mutually agree:

**Security Deposit:** The Renter hereby agrees to post a security deposit in the amount of \$400.00 upon completion of Rental Application. The security deposit shall be paid in the form of check payable to the Hillandale Homeowner's Association, and must be received by the Association no less than fourteen (14) days in advance of the date on which the facility is to be used. The Association has the sole discretion to determine the amount of the security deposit required to be held to cover the cost of cleaning the Facility and/or repair any damages done to the Facility, its furniture, equipment, or window coverings. The security deposit may also be held as a penalty for violation of the terms of this agreement if relative to Renter's use of the Facility. Renter agrees that if cost of any repairs and/or replacement exceeds the amount of the security deposit, Renter shall promptly pay such amounts, hereafter referred to as "Excess Cost," to the Association. If renter does not promptly pay Excess Cost, the Association shall have a lien against the unit owned by Renter for payment of same, which lien may be collected in the same manner as the monthly assessments. If renter is entitled to the return of all or any part of security deposit, such check will be returned no sooner than three (3) days following the date on which the Facility was used.

**Rental Fee:** Renter hereby agrees to pay a rental fee of \$ 250.00 for the use of the Facility and cleaning services. Rental fee shall be paid by check made payable to the Hillandale Homeowner's Association, and must be received by the Association at least seven (7) days in advance of the date on which the Facility is to be used. Room rental is for not more than six (6) hour period, to end no later than 10:30 p.m. Sunday through Thursday and 12:00 a.m. on Friday and Saturday. (A security deposit of \$ 400 is also required.)

**Cancellation Policy:** If for any reason Renter cancels this agreement, there is a \$25.00 processing fee. Renter shall be entitled to a refund of remaining balance in the event that the Association is notified of cancellation in writing at least seven (7) days in advance of the date on which the Facility is to be used. If Renter cancels less than seven (7) days prior to the day on

which the Facility is to be used, or does not make use of Facility on the contracted rental date, Renter may forfeit the full rental fee unless the facility is contracted for the same period by another party.

**Indemnity:** Renter hereby releases and shall hold harmless, defend and indemnify the Association and its employees, contractors, agents, affiliates, and related entities thereof for all claims, damages, attorneys fees, and other costs or liabilities incurred by or asserted against any of the foregoing as a result of use of the Facility by Renter and his/her guests or invites.

**Conditions of Use:** Renter hereby recognizes and agrees that permission granted for use of the Facility extends only to the large meeting room, common rest rooms, and pantry/kitchen facilities located on the second floor of the Hillside Community Center. All other portions of the Community Center, including but not necessarily limited to the Management Offices, maintenance garage, pool, pool deck, and the tennis courts are excluded from the use of which permission is granted hereby. Renter is responsible for cleaning the Facility, including all equipment and furniture. Renter agrees to abide by the Association rules and policies for the Facility attached hereto and made a part hereof as Exhibit A. It is further understood that a Member of the Board of Directors of the Association, or a person designated by the Board, may inspect the Facility, including furniture, window coverings, kitchen equipment, and the area surrounding Hillside, before and after use by Renter. Any items not in good condition will be repaired as necessary at the expense of the renter.

**Alcohol:** Renter agrees that no alcoholic beverage of any sort will be served to anyone under the age of twenty-one (21), or to any intoxicated person. No alcoholic beverages will be sold. Renter agrees to be fully responsible for and shall indemnify, defend, and hold harmless the Association, its officers, employees, agents, and independent contractors from all liability, damages (direct or indirect), costs, expenses (including attorneys fees), and fees arising from any claim or judgment that may arise as a result of any alcohol related accident, injury, or damage to person or property arising from the activity or event for which the Renter is using the Facility.

**Insurance:** Renter agrees to provide adequate insurance liability coverage for any injury, loss or damage. A copy of relevant homeowner insurance binder covering the event will be acceptable. Renter agrees to provide proof of insurance liability coverage for any contractors providing services such as parking services, rental contractors or catering services involving this reservation.

**Disorderly Conduct:** The renter hereby agrees to promptly terminate the activity and to vacate the Facility upon request of the Association or of any civil authority in the event of disruptive or disorderly activity or conduct on the part of Renter and/or guests. Such activity may result in a full or partial loss of Renter's security deposit.

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

Renter Signature \_\_\_\_\_