



Website: www.desertaire.org
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DESERT AIRE ROOM RENTAL AGREEMENT

A Certificate/Proof of Insurance for \$ 1,000,000 Liability designating the Desert Aire Owners Association as additional insured must be submitted along with the total fees 1 week in advance of the event to reserve the building. (Members are exempt from providing the Liability Insurance)

Organization: _____

Contact Person: _____

Address: _____

Telephone: (Home) _____ (Work) _____

Type of Event: _____

Date of Event: _____ Estimated Attendance: _____

Time of Event: (From) _____ (To) _____

The Applicant, _____, hereinafter called "Renter", acknowledges and agrees to pay the following rent fees and deposit to Desert Aire Owners Association (Desert Aire) upon the Renter's execution of this Agreement.

Rent for use of the Desert Aire Room at the Clubhouse:	\$100.00
Security, damage, and cleaning deposit:	<u>\$350.00</u>
Total	\$450.00

Renter hereby delivers the sum of **\$100.00** as a rental fee charged for the use of the Desert Aire Room of the Desert Aire Owners Association Building, including the kitchen, on the following date(s): _____, and the sum of **\$350.00** which constitutes a security, damage, and cleaning deposit which is refundable upon inspection of facility and signed off by Desert Aire Representative. This Agreement shall not be effective until the applicable rent fees and the deposit are fully paid by Renter and received by Desert Aire and an authorized representative of Desert Aire. By signing this Agreement, Desert Aire acknowledges receipt of said rent fees and deposit.

Renter certifies that the information contained in the foregoing Application is true and correct

Dated: _____ Signature: _____

1. Renter agrees to faithfully and promptly perform all of the terms and conditions of this Agreement and, in the event of Renter's failure to do so, this Agreement may be immediately cancelled and terminated and the tenancy reserved herein may be terminated, and Renter shall surrender possession of the premises immediately, and Renter shall be precluded from entering into future Rental Agreement(s) with Desert Aire for a period of at least 1 year unless the Desert Aire Board of Directors shortens said period.
2. Neither tenancy, nor this Agreement or any portion thereof shall be assigned or sublet without the prior written consent of Desert Aire. Any agreement or contract to assign or sublet the tenancy and/or this Agreement or any portion thereof which is signed without the prior written consent of Desert Aire shall be void and shall not be recognized by Desert Aire or given legal effect.
3. Unless this Agreement is terminated earlier as provided in paragraph 1 above or paragraph 5 below, this Agreement shall terminate and expire on _____ (day used or last day used) at _____ p.m.
4. The security, damage, and cleaning deposit paid by Renter shall be returned to Renter at the termination of this Agreement or the tenancy, if the premises are surrendered to Desert Aire in the same condition as when rented, ordinary wear and tear accepted. In the event the premises or facilities are damaged in any manner whatsoever, the facilities require substantial cleaning, and/or all garbage is not disposed of and hauled away, Desert Aire shall retain the deposit or a portion thereof in an amount sufficient to pay the cost of the repairs, cleaning the facilities, and/or garbage disposal.
5. The violation by Renter or Renter's guests of any local, state, or federal ordinance law, regulation, or rule shall authorize Desert Aire to immediately terminate this Agreement without notice.
6. Desert Aire shall not be responsible for fire, theft, or damage to personal property or personal effects brought into or stored in the leased premises by Renter or any of Renter's guests.
7. **The number of persons allowed is (148)** by fire department regulations or any applicable state or local building or fire code shall be allowed by Renter to be in or use the rented premises at any given time.
8. Desert Aire, its officers, its employees, its agent, and its independent contractors shall have the right to enter the rented premises at any and all times for the purpose of determining whether the premises are being used in accordance with the terms of this agreement.
9. Renter agrees that, if alcoholic beverages are to be sold or consumed on the premises, a state liquor permit shall be obtained and be posted at the event as required by law.
10. Only propane barbecuing in designated, outside areas shall be permitted by Renter and/or Renter's guests.
11. No animals, except Seeing Eye dogs, shall be permitted on the premises or in the building.
12. Neither Renter nor Renter's guests shall use candles in the building or on the premises.
13. **No taping, gluing nailing, or pinning decorations to the walls or ceilings.** Neither Renter nor Renter's guests shall use any wall or ceiling decorations in the building or on the premises or shall apply, affix or attach any nails, glue, tacks, or staples to the walls or ceiling of the building. _____(initial)

14. **No live bands, DJ's or loud music.** Renter shall not permit or allow live bands to sing or perform, live music to be sang or played, or a DJ to play music or perform in the building or on the premises. Desert Aire noise ordinances state 10:00 p.m. quiet time.
15. When using the kitchen or otherwise, Renter shall use its own supplies and shall not be entitled or authorized to use any of Desert Aire's supplies.
16. If the Renter uses the kitchen area, all kitchen facilities, including the refrigerator, sinks, floors, and stoves, shall be thoroughly cleaned before this Agreement terminates or expires.
17. Except as hereinafter provided, Renter and Renter's guests shall park their vehicles on the upper lot. Handicapped and disabled individuals may park in the lower parking area.
18. Up to two (2) vehicles may use the lower parking area for the loading and unloading of supplies only as necessary. After the supplies are loaded or unloaded, the vehicle(s) shall immediately be moved outside of the lower parking area. The lower area must be kept open for use by emergency vehicles and handicapped and disabled individuals.
19. The rented premises are near a golf course. **Renter and Renter's guests shall be prohibited from entering onto or being on the golf course or taking any action to disrupt or distract the golf course activities or the golfers.** Any person who enters the golf course could sustain significant injuries, sustain damages, and/or be killed due to the golf or golfing activities conducted on the golf course. Renter shall take appropriate actions to ensure that neither Renter nor Renter's guests enter onto or remain on the golf course. Desert Aire shall not be responsible for any damages and/or injuries sustained by and/or the death of any person who enters onto or remains on the golf course in violation of this provision. This provision shall survive the termination or expiration of this Agreement.
20. Renter hereby agrees to indemnify and save and hold harmless Desert Aire, it officers, its directors, its employees, and its agents from and against any and all claims, causes of action, actions, lawsuits, suits, and demands for damages, for the loss of or damage to any property, and/or for injury to or the death of any person(s), which arise out of or relate to: (1) any golf or golfing activities engaged in or conducted near the leased premises regardless of whom is conducting or engaging in said golf or golfing activities; (2) the use of the premises by Renter, Renter's invitee(s), Renter's guest(s), Renter's officer(s), Renter's director(s), Renter's agent(s), Renter's employee(s), any independent contractor(s) hired by Renter or any other person or entity, and/or any third party or parties; (3) Renter's failure to perform its obligations under or comply with this Agreement and/or federal, state or local law; (4) any services(s), product(s), activity(ies), and/or function(s) conducted or furnished by Renter, Renter's invitee(s), Renter's guest(s), Renter's agents(s), Renter's director(s), Renter's officer(s), Renter's employee(s), any independent contractor(s) hired by Renter or any other person or entity, and/or any third party or parties on or near the premises; and/or (5) any other act(s) or omissions(s) of Renter, Renter's invitee(s), Renter's guest(s), Renter's agents(s), Renter's officer(s), Renter's director(s), Renter's employee(s), any independent contractor(s) hired by Renter or any other person or entity, and/or any third party or parties which causes or results in damages, the loss of or damage to any property, and/or injury to or the death of any person(s). Renter further agrees to pay and save and hold harmless and indemnify Desert Aire Owners Association its officers, its directors, its employees, and its agents from and against any and all judgments, damages, court costs, and attorney's fees awarded to any person(s) or entity(ies) in any action(s), lawsuit(s), and/or suit(s) for damages, for the loss of or damage to any property, and/or for injury to or death of any person(s) which arise out of or relate to: (1) any golf or golfing activities engaged in or conducted

near the leased premises regardless of whom is conducting or engaging in said golf or golfing activities; (2) the use of the premises by Renter, Renter's invitee(s), Renter's guest(s), Renter's officer(s), Renter's director(s), Renter's agent(s), Renter's employee(s), any independent contractor(s) hired by Renter or any other person or entity, and/or any third party or parties; (3) Renter's failure to perform its obligations under or comply with this Agreement and/or federal, state or local law; (4) any services(s), product(s), activity(ies), and/or function(s) conducted or furnished by Renter, Renter's invitee(s), Renter's guest(s), Renter's agents(s), Renter's director(s), Renter's officer(s), Renter's employee(s), any independent contractor(s) hired by Renter or any other person or entity, and/or any third party or parties on or near the premises; and/or (5) any other act(s) or omissions(s) of Renter, Renter's invitee(s), Renter's guest(s), Renter's agents(s), Renter's officer(s), Renter's director(s), Renter's employee(s), any independent contractor(s) hired by Renter or any other person or entity, and/or any third party or parties which causes or results in damages, the loss of or damage to any property, and/or injury to or the death of any person(s). Renter also agrees that the payment, hold harmless, and indemnification obligations imposed upon Renter pursuant to this provision shall be binding upon and shall be enforceable against Renter and Renter's marital community, estate, personal representative(s), heir(s), successor(s), and assign(s). This provision shall survive the termination or expiration of this Agreement.