

THE SUNSET SANDS COMMUNITY ASSOCIATION CLUB HOUSE RENTAL AGREEMENT

This rental agreement is made this ____ day of _____, 201____,
between The Sunset Sands Community Association (Lesser) and _____
_____ (Lessee) for the use of
The Sunset Sands Club House, upon the following facts, terms and conditions:

A. Lessee currently owns property in the Sunset Sands community with the street address, or lot number of:

Phone #: _____.

B. Rental rates are as follows:

MEMBER RATES

- Member - \$25.00 a Day #1-25 people
- Member - \$50.00 a Day #25-35 people
- Member - \$75.00 a Day #35-50 people
- Member - \$100.00 a Day #50-75 people
- Cleaning Deposit \$100

No Serving of Alcohol with above rates
Special Event Insurance Policy Required **INITIAL HERE _____

Note: Members & Non-Members Serving Alcohol requires an extra Insurance binder (\$160.00+)
This policy available through your homeowner's policy or through our Insurer.

C. Lessee is contracting to rent the Club House on the following date and time:

Date: _____ Day of week: _____

Hours: From: _____ to: _____

D. The ENTIRE RENTAL FEE PLUS A \$100.00 CLEANING DEPOSIT is required at the signing of this agreement and the cleaning deposit will be returned in full within three (3) business days unless:

1. The lessee or his/her guests do damage to the club house, surrounding areas or its furnishings. Damages exceeding the \$100.00 deposit will be billed to the Lessee and shall be due upon receipt of bill. If not paid within thirty (30) days, the amount due can become a lien against Lessee's property in the same manner as unpaid association fees. When a member fails to pay within (60) days, the Board will take legal remedy to recover our costs, through a court of jurisdiction.

2. If the Lessee does not complete basic clean up and trash removal after the function – **see attached Exit Checklist for tasks and fees**, additional costs will be assessed.

- E. Cancellations:
More than 60 days prior to reservation date – no cancellation fee.
30 - 59 days prior to reservation date – 50% cancellation fee.
Less than 30 days prior to reservation date – 100% cancellation fee.
- F. **Members have first priority reserving our Clubhouse. The entire month of January is set aside for member bookings. After January 31st, all reservations are on a first come first serve basis.**
- G. Damage or loss of personal property by the Lessee or its guests is not the responsibility of the Association.
- H. Lessee, its agents and invitees, hold the Association harmless from any claims, actions, liability and expense in connection with loss of life, personal injury or loss of property arising out of the use by Lessee of the property by Lessee, its agents or invitees.
- I. Lease and security due upon reservation.
- J. An event plan may be requested prior to the signing of the rental contract. The Clubhouse Manager is our elected Treasurer or other Board Member and has the final authority and approval of said plan.
- K. The Club House and our common property shall only be used in a lawful manner. It is the sole responsibility of the Lessee to ensure compliance with all association rules and Local, State and Federal laws. **If the function I am sponsoring is found to violate federal, state, local laws, ordinance, or Association rules and regulations, my rights to use the Clubhouse under this agreement shall be terminated and the Association shall have the right to take possession of the Clubhouse and instruct guests to leave the property.**
****INITIAL HERE _____**
- L. For events being held outside by members, our guests and lesser are to be respectful of the other activities that may coincide with your rental.
- M. I am at least twenty-one (21) years of age and will be in attendance at my function.
- N. **I assume all responsibility, risk, liabilities, and hazards incidental to the activities applied for (including, but not limited to, the serving of alcoholic beverages) and hereby release and forever discharge the Association, its officers, directors, employees, agents, and members past, present, and future for any and all claims, costs, causes of action and liability for personal injury or death and damage to or**

destruction of property arising from my use of the Clubhouse and its appurtenances. **INITIAL HERE _____

- O. I agree to indemnify and hold harmless the Association and its officers, directors, employees, agents, and members past, present, and future, from any and all claims, costs, causes of action and liability (including, but not limited to attorney fees) for any injury, to either persons or guest invitees, or any member of the Association or any other person which arise from or in any way related to the activity, whether or not caused by the Association's negligence.
- P. I understand that any keys or security codes provided to me for the above mentioned event are for my use only and will not be given to anyone else.
- Q. I have carefully read and understand this form and the attached rules and agree to be bound by its term.
- R. **It is further understood that NO ALCOHOL CAN BE SERVED in the Clubhouse without a Special Event Insurance policy with an alcohol binder. This is available through our insurance carrier, if you don't currently have one. **INITIAL HERE _____**
- S. I agree that any failure in part or in whole to adhere to the terms of the agreement may result in the forfeiture of all future access and/or use of the Clubhouse for private functions as determined by the Clubhouse Committee, Board of Directors, or other governing body of The Sunset Sands Community Association.

THE SUNSET SANDS COMMUNITY ASSOCIATION

By _____
Sunset Sands Community Association Board Member

I have read, understand and agree to this Lease, Club House Rules and the Exit Checklist.

By _____
Lessee

SUNSET SANDS COMMUNITY ASSOCIATION

RENTAL RULES AND RENTERS RESPONSIBILITIES

1. Call clubhouse representative at 360-665-5432 to schedule a walk-through prior to and following the event.
2. Renters will supply their own kitchen utensils.
3. No staples, nails shall be used for balloons, banners, streamers, etc. on any clubhouse surface. Thumbtacks, pushpins and painter's tape are allowed.
4. Blot any spills on floor, carpet, walls or furniture promptly.
5. Clean clubhouse as follows:
 - a. Return all furniture to original place.
 - b. Vacuum, sweep and mop all floors.
 - c. Clean kitchen counters, stove top, oven and refrigerator (DO NOT LEAVE ITEMS IN THE REFRIGERATOR).
 - d. Clean all bathroom surfaces.
 - e. Remove trash from all areas including, but not limited to, kitchen, bathrooms, deck and other outside areas surrounding the clubhouse.
 - f. **ALL TRASH MUST BE REMOVED FROM THE PREMISES!**
If any trash is disposed of improperly, the renter is subject to having funds from their deposit withheld.
 - g. **ALL OUTSIDE DOORS MUST BE LOCKED WHEN YOU LEAVE.**

SSCA will provide the following:

1. Trash bags and trash cans
2. Broom, dustpan and mop
3. Vacuum cleaner

THE SUNSET SAND COMMUNITY ASSOCIATION CLUB HOUSE EXIT CHECKLIST

Please complete the tasks listed below before vacating the Club House.
The fee listed will be deducted from your security deposit for any task not completed.

**BE SURE TO SIGN AND LEAVE THIS FORM
ON THE CLUB HOUSE KITCHEN COUNTER.**

COMPLETED	TASK	FEE
<input type="checkbox"/>	Basic Cleaning (See Club House Rules)	\$ 22/hour
<input type="checkbox"/>	Take out the trash and re-line Trash Receptacles (Bags in bottom)	\$ 10
<input type="checkbox"/>	Turn off all lights	\$ 10
<input type="checkbox"/>	Leave the signed Exit Checklist on kitchen counter	\$ 10
<input type="checkbox"/>	Vacate Club House at the scheduled time	\$ 20

Renter's Name _____

Date _____

CLUBHOUSE MANAGER _____

DATE _____

Total Fee Charged \$_____

THE SUNSET SANDS COMMUNITY ASSOCIATION CLUB HOUSE RULES

1. The Club House is for the use of our members only. Member guest must be accompanied by a member of Sunset Sands Community Association. The Lessee who reserved the building must be present at all times at the function involved. They must schedule and complete all the required paperwork with proof of insurance before approval is given. The Lessees are guests of our membership and the use of our facilities monitored to ensure compliance of our rules and regulations.
2. Groups using the Club House are limited to **75** people.
3. When decorating, no tape on or holes in the walls or ceilings are permitted (tacks, nails, etc.). (3M Removable Hooks are recommended.)
4. The items in the kitchen, such as glasses and the coffee pot(s) belong to the Club House. If these items are used, they need to be washed and put away at the function's end. All items are inventoried prior to each Club House function.
5. The entire Club House must be picked up, surfaces wiped clean, floors swept and vacuumed if necessary, refrigerator emptied and all garbage bagged and disposed of in the dumpsters located in the community. This includes all bathroom trash. Litter and trash must be picked up around the exterior of the building. Additional cleaning charges may be applied if these requirements are not met. Please see "Exit Checklist" for a listing of additional cleaning charges.
6. Noise must be kept to a minimum.
7. **NO SMOKING** is allowed in the Club House or in the Restrooms and shower areas. Smokers may smoke outside but must be further than 25 feet of all entry doors. There are no cigarette receptacles provided...Smokers are responsible for the proper disposal of cigarette butts. They are not to be thrown in the lawn or along our gravel and paved roads.
8. No pets are allowed in the Club House and must be on a leach in the park or within the project area. Shorty's Island is the exception where your dog under supervision may be off the leash.
9. No immoral, improper, unlawful or offensive activity shall be carried on in the Club House or its surroundings.

CLUB HOUSE RULES CONT'D

10. The Lessee agrees to be responsible and pay the Association for any repairs or replacements for damage caused by his/her guests to any part of the walls, ceilings, floors, furniture, equipment and grounds in the area of the Club House.
11. The Club House must be vacated by midnight, except for those involved in clean up. Before leaving, turn off all inside lights and ceiling fans, check restrooms for damage or overflow and make sure all windows are closed and in locked positions.
12. **Alcoholic beverages may be allowed in the Club House with the following guidelines: (1) no red dye beverages such as Kool-Aid or fruit punch are permitted due to stains (red wine may be permitted) and (2) consumption of alcohol is not allowed by minors. (3) Must have a Special Event Insurance Policy with an Alcohol Binder.**
13. Candles or item with an open flame is not permitted.
14. Parking is limited. No parking is allowed on the grass or along the street. In the summer months, the parking lot is to be shared with our members and guests.
15. Only reservations for the present year may be booked. For example, no resident will be able to book Christmas day for two years at one time they will have to call after January 2 to book next years holidays.
16. A deposit is due at the signing of the Rental Agreement and is refundable based on compliance with the rules. The rental fee is also due at the signing of the Rental Agreement and is non-refundable within the parameters spelled out in the Agreement.